



**CITY OF KETCHUM, IDAHO**

CITY COUNCIL

Monday, February 07, 2022, 4:00 PM  
191 5th Street West, Ketchum, Idaho 83340

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**AGENDA**

**PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

**We welcome you to watch Council Meetings via live stream.**

You will find this option on our website at [www.ketchumidaho.org/meetings](http://www.ketchumidaho.org/meetings).

**If you would like to comment on a public hearing agenda item, please select the best option for your participation:**

1. Join us via Zoom (*please mute your device until called upon*).  
**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/83167416564>  
Webinar ID: Webinar ID: 831 6741 6564
2. Address the Council in person at City Hall (*masks are required in Council Chambers and seating has been arranged per the required social distance of 6'*).
3. Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*).

*This agenda is subject to revisions. All revisions will be underlined.*

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**CALL TO ORDER:** By Mayor Neil Bradshaw

**ROLL CALL:**

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

1. Submitted Public Comment:
2. Communication from City Administrator:

**CONSENT AGENDA:**

*Note re: ALL ACTION ITEMS - The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.*

3. ACTION ITEM: Approve minutes of January 18, 2022, as submitted by Tara Fenwick, City Clerk.
4. ACTION ITEM: Authorization and approval of two payroll registers, as submitted by Shellie Gallagher Rubel, Treasurer.

- [5.](#) ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$ 1,128,506.04, as submitted by Shellie Gallagher Rubel, Treasurer.
- [6.](#) ACTION ITEM: Recommendation to approve P.O. # 22057 with DC Engineering Services, as submitted by Gio Tognoni, Water Supervisor.
- [7.](#) ACTION ITEM: Recommendation to approve P.O. # 22058 with Gray Matter Systems LLC., as submitted by Gio Tognoni, Water Supervisor.
- [8.](#) ACTION ITEM: Recommendation to Approve Contracts #22063 – Sun Valley Events, #22062 – Red's Meadow Resort, Hold Harmless Agreement #22758 with City of Sun Valley, Lease Agreement #22064 with Sun Valley Company and Feb. 1 Payment to Sun Valley Events, as submitted by Lisa Enourato, Communications and Administration Manager.
- [9.](#) ACTION ITEM: Authorization to Approve Contract #22060 for Design Services and Social Media Management, as submitted by Lisa Enourato, Communications and Administration Manager.
- [10.](#) ACTION ITEM: Recommendation to Approve Contract #22061 with Will Caldwell Productions, LLC, as submitted by Lisa Enourato, Communications and Administration Manager.

**PUBLIC HEARING:**

- [11.](#) ACTION ITEM: Recommendation to conduct a public hearing and second reading by title only of Ordinance #1232, an amendment to the Official District Zoning Map designation of 104 Neils Way, as submitted by Suzanne Frick, Director Planning and Building.

**NEW BUSINESS:**

- [12.](#) ACTION ITEM: Recommendation to hold first and second reading by title only of Ordinance #1233 – Extension of Franchise Agreement with Idaho Power Company, as submitted by Jade Riley, City Administrator.
- [13.](#) Update on Ketchum Housing Action Plan and May Local Option Tax Election, as submitted by Carissa Connelly, Housing Strategist and Jade Riley, City Administrator.
- [14.](#) ACTION ITEM: Update and discussion regarding Health Order #21-02 (mask mandate), as submitted by Neil Bradshaw, Mayor and Bill McLaughlin, Fire Chief.

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

**Lisa Enourato**

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**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Tuesday, January 18, 2022 5:35 PM  
**To:** Participate  
**Cc:** Greg Foley  
**Subject:** Public comment: ITD presentation 1/18/21 City Council meeting

There are some great improvements in this plan that enhance the quality of life for Ketchum residents.

That being said, I think there is an important step missing from this process. There is no modeling of its impact on traffic flows. Without that, how do you know if traffic flow improves or gets worse? Where does congestion shift? This is a doable thing.

You have an existing traffic study in the 3/15/.21 Master Transportation Plan from HDR that forecasts intersection failures and degradations in town—we are going to have increased congestion as we grow, but you can control where that congestion is to minimize the impact on quality of life for Ketchum residents.

While modeling existing flows is useful information, given that road work is designed to last (I am guessing) 40 years or so, doing forecasting on these flows is important, as well. For example, what do flows look like when the hotels are built? When there are 982 more units of affordable housing in Ketchum (per the Agnew:Beck presentation to KURA 1/18), when other lots are built out, when parking is reduced with development of Washington and Leadville lots and residential parking shifts into the retail core with Bluebird and 460 Main, etc.? When the Tamarack is re-developed to its maximum capacity. How can Mountain Rides mitigate congestion? What happens as cars go electric and visitors try to use whatever charging spots they can find?

You can get someone to model all of this under a variety of scenarios and time frames so that you can gain confidence in the changes you make today will be durable for years to come and so that you know what the trade-offs are for quality of life issues for Ketchum residents.

Thank you for your service to the community,

Perry Boyle  
Ketchum

**Lisa Enourato**

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**From:** Kristen Spachman <ktspachman@gmail.com>  
**Sent:** Thursday, January 20, 2022 10:05 AM  
**To:** Neil Bradshaw  
**Cc:** Participate  
**Subject:** Children in Ketchum

Dear Neil and the Ketchum City Council,

Please take the time to read this article from a mom of three in San Francisco/ SF Gate; one of the most liberal cities and papers in the country. It is past time that we prioritize the children in our town. You cannot mask them forever in good conscience. You are hurting them and it is undeniable. As a mother of three children, I can promise you my children have been hurt by your policies. My daughter recently said "I don't know what my teacher looks like and it makes me sad." My youngest has never had a normal school year and he is half way through second grade. I spent last weekend in Boise and McCall where there was not a mask to be seen and it felt great to not be reminded of Covid constantly. Are those cities "numbers" worse? People can choose to mask themselves and their children forever for all I care. It has been two years and I have had enough.

Thank you,

Kristen Spachman

<https://www.sfgate.com/politics-op-eds/article/San-Francisco-policies-COVID-children-mask-school-16787963.php?IPID=SFGate-HP-CP-Spotlight>



## Lisa Enourato

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**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Tuesday, January 25, 2022 6:06 PM  
**To:** Participate  
**Cc:** Greg Foley  
**Subject:** Public comment on Design guidelines for P&Z/City Council

As the Administration works through design guidelines for the downtown core, preserving Ketchum as a “small western town” per the Comprehensive Plan bears consideration.

A small western town is a place which is livable for the people who reside here. Quality of life for the residents should be the #1 consideration for all City officials, elected and appointed.

My observation from attending P&Z meetings is the interest of most developers, particularly those who don't have to show their face in town, is just money. How can they build the biggest building on the lot they bought? Design review is an annoying constraint on them because it increases their costs. Architects are tools to maximize developer profits within the constraints imposed on them by the City. They will push for as much as they can get. To wit: the Limelight, where the developer refused to build any workforce housing, or the Marriott, which is a three acre project jammed into a one acre lot. Or Bluebird, where the developer has held the city hostage to zoning changes to reduce his costs.

Consistent with that profit motive, we have increased interest from non-Ketchum developers for entire blocks, not just lots, as their economy of scale for construction and financing is better. For example, Limelight is an entire block, Solstice was an entire block. Bluebird is an entire block. The Marriott is an entire block. The Perry's project will be an entire block, The entire block where Village Market is will be redeveloped. Only one of these is being developed by a person who lives in the community. If the Ketchum core is re-developed on the basis of entire blocks, where does that leave a small western town? Design guidelines for a block may need to be different than for a lot.

We have three trends from developers that maximize their profits, but degrade the livability of Ketchum as a small western town. Our design guidelines should push against this.

1. Increased use of glass. There is nothing inherently wrong with glass, other than it creates massive light leakage at night. Sun Valley Co just posted a night shot of Ketchum all lit up. Pretty. Pretty frightening if we think Dark Skies are important. We should require automated shades where there is a lot of glass to prevent the the lighthouse effect (something the Marriott proudly advertises on their website—they really don't “get” Ketchum at all.)
2. We are losing all the large trees in our downtown core. Developers want to build lot line to lot line and keep within our guidelines by replacing specimen trees with dwarf trees. Is this what we want for our small western town?
3. Density. No recent development within the core has been within the standard FAR. They all go for the maximum allowable FAR by paying the in lieu fee or building deed restricted units small enough to get them out of the parking requirement. Clearly we are going to have more density, but does density with an absolute reduction in parking places available for commercial use make sense for a commercial core where people are meant to shop and dine?

Let's prioritize the welfare and quality of the people who currently live and work in our small western town.

Thank you for your service to the community,

Perry Boyle  
Ketchum

## Lisa Enourato

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**From:** Lisa Enourato  
**Sent:** Wednesday, January 26, 2022 5:00 PM  
**To:** Participate  
**Subject:** FW: Letter to the Oregon Health Authority - LewRockwell LewRockwell.com

### LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager  
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340  
o: 208.726.7803 | f: 208.726.7812  
[lenourato@ketchumidaho.org](mailto:lenourato@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

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**From:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Sent:** Wednesday, January 26, 2022 10:05 AM  
**To:** Lisa Enourato <[LEnourato@ketchumidaho.org](mailto:LEnourato@ketchumidaho.org)>  
**Subject:** Fwd: Letter to the Oregon Health Authority - LewRockwell LewRockwell.com

Public comment

Sent from my Verizon, Samsung Galaxy smartphone  
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**From:** JENNIFER BELLINGER <[jbellingert@aol.com](mailto:jbellingert@aol.com)>  
**Sent:** Wednesday, January 26, 2022 9:33:48 AM  
**To:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Subject:** Letter to the Oregon Health Authority - LewRockwell LewRockwell.com

Hi Amanda,

Plenty of proof that masks don't work and are actually cause health and psychological damage, especially to children.

[https://www.lewrockwell.com/2022/01/no\\_author/letter-to-the-oregon-health-authority/](https://www.lewrockwell.com/2022/01/no_author/letter-to-the-oregon-health-authority/)

I urge you to cancel the current mandate. Mandates are not law. To wear a mask or not is up to each individual. Choice!

Sincerely,

Jennifer Bellinger

Sent from my iPhone

**Lisa Enourato**

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**From:** gwen raney <gwenraney@yahoo.com>  
**Sent:** Friday, January 28, 2022 12:07 AM  
**To:** Participate  
**Subject:** Application process for affordable housing, to be submitted to City Council members prior to the

I think it would be very helpful to the public if the Blaine County Housing Authority could present a copy of the application form for affordable housing, especially for tax credit funded housing. I am particularly interested in knowing how people are able to fall through the cracks so to speak, people who are able to hid income like those who fund their living through trust funds and others who are retired, qualify for affordable housing and either VRBO or AirBandB the unit when they are not in Ketchum. Also, I would like to know if you are aware that Northwood Place for example is characterized as Trust Fund Housing. Are you able to inform the public as to Syringa's roll in Northwood Place is, I have contacted them but they are unwilling to give out information regarding those who occupy units at Northwood.

What roll will BCHA have in the application process for Bluebird? The City contends that it is working on a Ketchum worker preference for tenants in Bluebird, to date no process has been disclosed to the public and given the constraints tax credit housing has regarding tenants, it falls under the Fair Housing Act, and subsequently can not turn away people who do not work in Ketchum. Are you able to comment on this to further in form the public?

I respectfully submit these questions and hope for concrete answers to them during the meeting.

Thank you, Gwen Raney, Ketchum resident

Sent from my iPad

## Lisa Enourato

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**From:** Lisa Enourato  
**Sent:** Friday, January 28, 2022 4:24 PM  
**To:** Participate  
**Subject:** FW: Masking

### LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager  
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340  
o: 208.726.7803 | f: 208.726.7812  
[lenourato@ketchumidaho.org](mailto:lenourato@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

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**From:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Sent:** Friday, January 28, 2022 3:19 PM  
**To:** Lisa Enourato <[LEnourato@ketchumidaho.org](mailto:LEnourato@ketchumidaho.org)>  
**Subject:** Fw: Masking

Public comment that came in a while ago, but had been routed to my junk mail folder.

Regards,

Amanda Breen  
Ketchum City Council  
P.O. Box 2315  
480 East Avenue North  
Ketchum, Idaho 83340-2315  
Mobile: (208) 721-1760  
Email: [ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)

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**From:** joe makingspaceswork.com <[joe@makingspaceswork.com](mailto:joe@makingspaceswork.com)>  
**Sent:** Sunday, January 9, 2022 1:07 PM  
**To:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Subject:** Masking

Amanda I am on your side. As a business owner in Ketchum, a resident of Elkhorn and former resident of Ketchum, all I want is to know what the rules are and expect that the same rule will be enforced for everyone. It is so frustrating to me to have businesses doing what they want. My partner and I recently spent a night at the Knob Hill Inn for my birthday. We were met at the check in desk by 3 unmasked staff. When I asked about it, they said "there is a rule of wearing masks but most business are being allowed to do what they want." Unbelievable. A few days ago, my partner ran into the Bel Tex mart for some milk. In walks an unmasked police officer right behind him. Where is the oversight and site visits to enforce the rule. I hope your speaking out brings attention to this issue. Very frustrating when you are trying to do the right thing or not even right thing but what is being expected. Does this mean I can use my cellphone while driving and when I get pulled over by the same officer I can say "'no, I don't want to follow the cellphone rule" Joe

**Lisa Enourato**

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**From:** Diane Banta <diane.m.banta@gmail.com>  
**Sent:** Monday, January 31, 2022 1:37 PM  
**To:** Participate  
**Subject:** Mask Mandate Update

Hi!

I'm curious what metrics are being considered in order to relax the mandate in town. Is that something you can share? With cases on the decline, vaccination rates up, and the hospital seemingly in good shape, I'm hoping we can move in that direction soon, especially as major cities such as San Francisco lift their mandates.

Thank you!  
Diane

## Lisa Enourato

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**From:** Karin Davies <karindavies@cox.net>  
**Sent:** Monday, January 31, 2022 6:55 PM  
**To:** Participate  
**Subject:** Workforce Housing

My name is Karin Davies and I have lived in Ketchum for over 50 years. I have talked to City officials, etc. often about why not allow workforce housing, especially at the old Anderson Lumber Site or in other parts of the Industrial Area??? I am not worried about Houston Lumber or the Car Wash Place or Cox Communications (my cousin started Cox here many, many years ago, and he is still alive at 80 and agrees with me) losing business — that area should be able to having some affordable housing!!!

Thanks,  
Karin Shillington Davies

**Lisa Enourato**

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**From:** John Ferry <jpf.ferry@gmail.com>  
**Sent:** Monday, January 31, 2022 8:36 PM  
**To:** Participate  
**Subject:** Idea

Ideas are a dime a dozen but I lived in Sun valley for 25 years until recently.

Affordable Housing was always "from the time I arrived in 1993" and continues to be a problem or elected officials would not be meeting. But, there never seems to be a solution or a WILL to create one.

How's this? Buy a bunch of "Tiny Houses" put them all on some good land already owned or available creating a tiny house village... maybe around the new dog park...!!!! put in centralized bathhouses and kitchens and let these tiny houses be available to those needing cheap and affordable housing.

You'd be amazed at the response and what could become a very attractive village...but not an ugly trailer park!!! For families, stick some of the tiny houses together.

Just one man's idea and opinion.  
John Ferry  
508-728-1561

Sent from my iPhone. Please accept and I regret any overlooked spelling errors.

John Ferry  
508 728 1561

**Lisa Enourato**

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**From:** Kristen Spachman <ktspachman@gmail.com>  
**Sent:** Tuesday, February 01, 2022 8:54 AM  
**To:** Neil Bradshaw; Participate  
**Subject:** Please Unmask My Children on February 7!

Dear City Council,

I am writing again to recommend you remove the mask mandates in Ketchum. The kids cannot be free to catch up what they have lost until you take the city mandate away.

Everyday the science continues to support freeing our children to return to pre-pandemic days. Even San Francisco and NY papers are demanding these changes. It is time to move forward.

Thank you,

Kristen Spachman

<https://www.sfgate.com/politics-op-eds/article/COVID-restrictions-schools-California-Bay-Area-16819730.php?IPID=SFGate-HP-CP-Spotlight>



**Lisa Enourato**

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**From:** Amber Busuttil Mullen <amberbusuttil@hotmail.com>  
**Sent:** Wednesday, February 02, 2022 9:06 AM  
**To:** Participate  
**Subject:** Roadmap for Mask Mandate Ending

Good morning,

What is the roadmap for ending the indoor mask mandate that has been in effect under Public Health Emergency Order 21-02 since last September?

I re-read the order, and several of the "WHEREAS" clauses citing the basis for the order in the first place are now outdated. I also didn't see anything else on the City of Ketchum website that discusses the timeline for ending this mandate.

My view is that the mandate has come to feel wearisome and lingering and no longer serving a justifiable purpose in community. Of course I'll comply as long as it is the rule, but I would like to know the path and timeline for ending this restriction.

Thanks for all your hard work in making Ketchum awesome!

Respectfully,  
Amber Busuttil Mullen

## Lisa Enourato

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**From:** Amanda Breen  
**Sent:** Saturday, February 05, 2022 5:45 PM  
**To:** Lisa Enourato  
**Subject:** Fwd: Stop the craziness.

Public comment

Sent from my Verizon, Samsung Galaxy smartphone  
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**From:** chris campbell <1luckybulldog@gmail.com>  
**Sent:** Saturday, February 5, 2022 4:10:05 PM  
**To:** Amanda Breen <ABreen@ketchumidaho.org>  
**Subject:** Stop the craziness.

1) None of the lockdown, masking, or other measures you have implemented have done anything to stop COVID, only to stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves. What has happened in the past two years is a perfect illustration of why government by experts is not only a bad idea but dangerous.

2) Even CDC has finally admitted what independent scientists, researchers, and doctors have been saying all along: cloth masks don't work. Please stop this policy.

<https://www.nytimes.com/2022/01/14/health/cloth-masks-covid-cdc.html?referringSource=articleShare>

3) The most comprehensive reviews show masks don't work. Please stop this policy. <https://stevekirsch.substack.com/p/do-masks-work>

4) The masks you are forcing on our community are not just ineffective, they are dangerous. See this IMPORTANT article with data regarding proof that masks drastically elevate CO2 levels, that even low concentrations of CO2 cause a cascade of damage to the body including neurological damage, birth defects, and stillbirths in pregnant animals exposed, anxiety, fatigue, headaches, and trouble concentrating, inability to learn language and empathy, and impaired emotional development in children. Please stop this policy that is HARMING our community.

<https://healthfreedomdefense.org/masks-arent-just-ineffective-theyre-dangerous/>

5) According to recent research, the average IQ of babies born after July 2020 was 78, a 22 percentage point plummet from the 10 year average ending January 2019. While there is no doubt that decreased stimulation likely played a role, the fact that masks increase CO2 levels and that increased CO2 levels cause neurological damage, birth defects, and stillbirths in pregnant animals should concern us all. Please stop this dangerous policy.

<https://www.medrxiv.org/content/10.1101/2021.08.10.21261846v1.full.pdf>

6) South Central Health District's actions behind closed doors speak volumes. They acknowledge the harmful mental health impact of masks and therefore allow employees to make their own personal choice. This policy, in and of itself speaks volumes about the low level of concern they must have about COVID, not to mention their lack of confidence in masks. And of course, their hypocrisy. Please stop this now.

7) The myth of asymptomatic spread was disproven through a study of 10 million people which found zero cases of asymptomatic spread. Furthermore, the initial story of an asymptomatic Chinese national in Germany thought to prove asymptomatic spread was determined to be false. The person was, in fact symptomatic, but the authorities never corrected the record or public perception. <https://stevekirsch.substack.com/p/proof-of-asymptomatic-spread> Sick people should stay home

and they most likely do, especially in this environment. But masking policies due to fear of asymptomatic spread are unscientific.

And Fauci even cautioned that asymptomatic spread is not an issue. <https://www.youtube.com/watch?v=vrAvjU2LBkg>

If there is no asymptomatic spread, there is nothing to fear. Given that the masks cause harm, they MUST BE STOPPED.

8) Lockdowns have effectively zero impact. <https://justthenews.com/politics-policy/coronavirus/bidens-pandemic-ratings-tank-study-finds-lockdowns-had-little-no-public> More evidence that politicians should not be interfering in the private lives of citizens.

9) CDC Director Walensky says the COVID jabs do not prevent transmission. Pfizer CEO Bourla says "Two doses of the vaccine offers very limited protection, if any." Bill Gates says they don't work either. I'm sharing this to demonstrate that the policies employed during this episode have not worked despite ALL the reassurances by public health figures that they would. 2 weeks to flatten the curve, we'll get back to normal if you get the injection, the only way out of this is the jab. How much more harm will you cause? Please stop the policy.

<https://www.msn.com/en-us/health/medical/cdc-director-covid-vaccines-cant-prevent-transmission-anymore/ar-AASDndg>

<https://townhall.com/tipsheet/katiepavlich/2022/01/11/pfizer-ceo-our-vaccines-offer-little-protection-n2601670>

[https://www.rebelnews.com/bill\\_gates\\_admits\\_covid\\_19\\_vaccines\\_dont\\_stop\\_viral\\_transmission](https://www.rebelnews.com/bill_gates_admits_covid_19_vaccines_dont_stop_viral_transmission)

10) The COVID jabs do not prevent transmission, infection, hospitalization, or death, in fact a study of 145 countries shows they make things WORSE! It is clear none of the policies you have implemented have helped. Please stop the mask policy.

[https://vector-news.github.io/editorials/CausalAnalysisReport\\_html.html](https://vector-news.github.io/editorials/CausalAnalysisReport_html.html)

<https://alexberenson.substack.com/p/an-urgent-warning>

<https://alexberenson.substack.com/p/has-covid-vaccine-efficacy-turned>

<https://alexberenson.substack.com/p/covid-infections-and-deaths-soar>

<https://alexberenson.substack.com/p/we-vaccinated-4-billion-people-and/comments>

<https://alexberenson.substack.com/p/israel-is-overrun-with-covid-the/comments>

11) Natural immunity is superior and long lasting. We don't need ANY community measures. At risk individuals are best positioned and equipped to educate themselves and to make appropriate decisions for themselves. Please stop this policy.

<https://alexberenson.substack.com/p/natural-immunity-for-the-win-yet>

<https://palexander.substack.com/p/brownstone-150-research-studies-affirm>

<https://dailycaller.com/2022/01/19/cdc-natural-immunity-outperforms-vaccination-covid-19-coronavirus/>

## Lisa Enourato

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**From:** Amanda Breen  
**Sent:** Saturday, February 05, 2022 5:48 PM  
**To:** Lisa Enourato  
**Subject:** Fwd:

Public comment

Sent from my Verizon, Samsung Galaxy smartphone  
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**From:** Jodi Sanders <jodisanders83353@gmail.com>  
**Sent:** Saturday, February 5, 2022 2:58:06 PM  
**To:** Amanda Breen <ABreen@ketchumidaho.org>  
**Subject:**

Hi Amanda. You were so kind to listen to my voice a few weeks ago. So I hope you will take my words into consideration for the council meeting this week. I am away visiting family so cannot attend but I'm hoping that calmer minds will prevail. The fear mongering surrounding masks has been so destructive and divisive. I hope that the council will consider rescinding the mandate given the latest data from doctors and researchers more brilliant than any of the experts in our little county (or state). As you know, if we are not going to wear an N95 mask, there is absolutely no point in wearing masks of any other kind. We must get over this insanity and take a step to regain some of what our life was two years ago.

Thank you for your patience and for listening. I hope the meeting goes well and that the council gives this matter the seriousness it deserves, unlike what happened in Sun Valley.

Jodi Sanders

Sent from my iPhone

## Lisa Enourato

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**From:** Amanda Breen  
**Sent:** Sunday, February 06, 2022 9:19 AM  
**To:** Lisa Enourato  
**Subject:** Fwd: Mask mandate

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

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**From:** Leah Merklingshaus <leahmerk@gmail.com>  
**Sent:** Sunday, February 6, 2022 8:07:36 AM  
**To:** Amanda Breen <ABreen@ketchumidaho.org>  
**Subject:** Mask mandate

I urge you to PLEASE STOP the current mask mandate. Not only are they ineffective but they are a form of shaming our guests that visit our town.

Many of our tourists that visit have been scolded, shamed, and even had their pictures taken by local businesses.

It's time to STOP the insanity of this nonsense.

Let's get back to the friendly, welcoming ski town that we once were.

If businesses and guests want to wear masks or require masks that decision should be left up to them.

Thank you for making the best decision for our community by NO MORE MANDATES.

Thanks

Leah Merklingshaus  
Moon Shine Boutique

Sent from my iPhone

## Lisa Enourato

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**From:** Amanda Breen  
**Sent:** Monday, February 07, 2022 9:13 AM  
**To:** Lisa Enourato  
**Subject:** Fw: Mask Mandates

### Public comment

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**From:** Mary Ford <mfmamsie@gmail.com>  
**Sent:** Monday, February 7, 2022 8:44 AM  
**To:** Amanda Breen <ABreen@ketchumidaho.org>  
**Subject:** Mask Mandates

This is a long talking point email, but substantiates the lack of true science behind your draconian measures to control our city of Ketchum. We know masks don't work except in the minds of fearful people...people whose fears originate from people like our "elected" officials. If, in fact they did work we would never have the (as you state it) overwhelming outbreaks we have had. It is time to face the truth and let us live our lives again. If someone continues to want to hide their face, let them;; if they continue to be afraid of their shadows, let them stay isolated. It's time for healthy, mentally and physically, people to live again. Get rid of the masks!

Mary Ford, Ketchum

1) None of the lockdown, masking, or other measures you have implemented have done anything to stop COVID, only to stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves. What has happened in the past two years is a perfect illustration of why government by experts is not only a bad idea but dangerous.

2) Even CDC has finally admitted what independent scientists, researchers, and doctors have been saying all along: cloth masks don't work. Please stop this policy.  
<https://www.nytimes.com/2022/01/14/health/cloth-masks-covid-cdc.html?referringSource=articleShare>

3) The most comprehensive reviews show masks don't work. Please stop this policy. <https://stevekirsch.substack.com/p/do-masks-work>

4) The masks you are forcing on our community are not just ineffective, they are dangerous. See this IMPORTANT article with data regarding proof that masks drastically elevate CO2 levels, that even low concentrations of CO2 cause a cascade of damage to the body including neurological damage, birth defects, and stillbirths in pregnant animals exposed, anxiety, fatigue, headaches, and trouble concentrating, inability to learn language and empathy, and impaired emotional development in children. Please stop this policy that is HARMING our community.  
<https://healthfreedomdefense.org/masks-arent-just-ineffective-theyre-dangerous/>

5) According to recent research, the average IQ of babies born after July 2020 was 78, a 22 percentage point plummet from the 10 year average ending January 2019. While there is no doubt that decreased stimulation likely played a role, the fact that masks increase CO2 levels and that increased CO2 levels cause neurological damage, birth defects, and stillbirths in pregnant animals should concern us all. Please stop this dangerous policy.  
<https://www.medrxiv.org/content/10.1101/2021.08.10.21261846v1.full.pdf>

6) South Central Health District's actions behind closed doors speak volumes. They acknowledge the harmful mental health impact of masks and therefore allow employees to make their own personal choice. This policy, in and of itself speaks volumes about the low

level of concern they must have about COVID, not to mention their lack of confidence in masks. And of course, their hypocrisy. Please stop this now.

7) The myth of asymptomatic spread was disproven through a study of 10 million people which found zero cases of asymptomatic spread. Furthermore, the initial story of an asymptomatic Chinese national in Germany thought to prove asymptomatic spread was determined to be false. The person was, in fact symptomatic, but the authorities never corrected the record or public perception. <https://stevekirsch.substack.com/p/proof-of-asymptomatic-spread> Sick people should stay home and they most likely do, especially in this environment. But masking policies due to fear of asymptomatic spread are unscientific. And Fauci even cautioned that asymptomatic spread is not an issue. <https://www.youtube.com/watch?v=vrAvjU2LBkg> If there is no asymptomatic spread, there is nothing to fear. Given that the masks cause harm, they MUST BE STOPPED.

8) Lockdowns have effectively zero impact. <https://justthenews.com/politics-policy/coronavirus/bidens-pandemic-ratings-tank-study-finds-lockdowns-had-little-no-public> More evidence that politicians should not be interfering in the private lives of citizens.

9) CDC Director Walensky says the COVID jabs do not prevent transmission. Pfizer CEO Bourla says "Two doses of the vaccine offers very limited protection, if any." Bill Gates says they don't work either. I'm sharing this to demonstrate that the policies employed during this episode have not worked despite ALL the reassurances by public health figures that they would. 2 weeks to flatten the curve, we'll get back to normal if you get the injection, the only way out of this is the jab. How much more harm will you cause? Please stop the policy.

<https://www.msn.com/en-us/health/medical/cdc-director-covid-vaccines-cant-prevent-transmission-anymore/ar-AASDndg>  
<https://townhall.com/tipsheet/katiepavlich/2022/01/11/pfizer-ceo-our-vaccines-offer-little-protection-n2601670>  
[https://www.rebelnews.com/bill\\_gates\\_admits\\_covid\\_19\\_vaccines\\_dont\\_stop\\_viral\\_transmission](https://www.rebelnews.com/bill_gates_admits_covid_19_vaccines_dont_stop_viral_transmission)

10) The COVID jabs do not prevent transmission, infection, hospitalization, or death, in fact a study of 145 countries shows they make things WORSE! It is clear none of the policies you have implemented have helped. Please stop the mask policy.

[https://vector-news.github.io/editorials/CausalAnalysisReport\\_html.html](https://vector-news.github.io/editorials/CausalAnalysisReport_html.html)  
<https://alexberenson.substack.com/p/an-urgent-warning>  
<https://alexberenson.substack.com/p/has-covid-vaccine-efficacy-turned>  
<https://alexberenson.substack.com/p/covid-infections-and-deaths-soar>  
<https://alexberenson.substack.com/p/we-vaccinated-4-billion-people-and/comments>  
<https://alexberenson.substack.com/p/israel-is-overrun-with-covid-the/comments>

11) Natural immunity is superior and long lasting. We don't need ANY community measures. At risk individuals are best positioned and equipped to educate themselves and to make appropriate decisions for themselves. Please stop this policy.

<https://alexberenson.substack.com/p/natural-immunity-for-the-win-yet>  
<https://palexander.substack.com/p/brownstone-150-research-studies-affirm>  
<https://dailycaller.com/2022/01/19/cdc-natural-immunity-outperforms-vaccination-covid-19-coronavirus/>

Thank you!!

## Lisa Enourato

---

**From:** Michelle Duffield <mlduffield@gmail.com>  
**Sent:** Thursday, February 03, 2022 6:17 PM  
**To:** Participate; Neil Bradshaw  
**Subject:** 88% community infection rate - Masks should now be optional - PLEASE

As a voting citizen of Ketchum, I need my voice to be heard in saying masks in our community should be optional for those that feel vulnerable.

We have met our obligations of keeping our neighbors and community safe by wearing masks, social distancing and getting vaccinated. According to signs currently posted in St. Luke's, Ketchum emergency room, 88% of our community has been infected.

This city did an excellent job of shepherding its citizens through a scary threat. We trusted our city government and were willing to comply. Now that Covid is an epidemic, it is time to move on. It makes no sense that we've all had Covid, we can drive to Carey and Fairfield and Twin Falls and Boise and no one is wearing masks. Please don't force your citizens into non-compliance because of bureaucratic rules that don't make any sense.

Our health care providers are heroes. I'm sorry they are soldiers in this war and they are the ones that have sacrificed the most. I hope their burden is eased soon. Wearing masks in Ketchum will not help ease their burden. We all know the unvaccinated getting vaccinated is what will help. Please don't punish those of us that met our obligations. Mask wearing is now a burden because it isn't helping anyone. It is especially infuriating when I walk into our Ketchum police station and no-one is wearing a mask and the officer scoffs when he can't hear me because I'm wearing a mask. And I'm NOT infuriated with the officer. I'm infuriated with the nonsensical leadership.

Masks mandates in Ketchum need to end. If my fellow citizens feels vulnerable, they can wear a mask or stay home.

Thank you for your consideration.  
Michelle Duffield



## Lisa Enourato

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**From:** James Hungelmann <jim.hungelmann@gmail.com>  
**Sent:** Friday, February 04, 2022 3:38 AM  
**To:** James Hungelmann  
**Subject:** Fwd: CALL FOR RESCISSION OF MASKING ORDERS IN IDAHO COURTS  
**Attachments:** covid S Ct issues feb 3 2022 .pdf

fyi

----- Forwarded message -----

**De:** James Hungelmann <jim.hungelmann@gmail.com>

**Date:** vie, 4 feb 2022 a las 3:28

**Subject:** CALL FOR RESCISSION OF MASKING ORDERS IN IDAHO COURTS

**To:** James Hungelmann <jimhungelmann@gmail.com>

**Cc:** Neil Bradshaw <nbradshaw@ketchumidaho.org>, Michael David <mdavid@ketchumidaho.org>, Courtney Hamilton <chamilton@ketchumidaho.org>, Amanda Breen <abreen@ketchumidaho.org>, Jim Slanetz <jslanetz@ketchumidaho.org>, <phendricks@sunvalleyidaho.gov>, Michelle Griffith <mgriffith@sunvalleyidaho.gov>, <jconard@sunvalleyidaho.gov>, Keith Saks <ksaks@sunvalleyidaho.gov>, <bdufur@sunvalleyidaho.gov>, Martha Burke <martha.burke@haileycityhall.org>, <kaz.thea@haileycityhall.org>, <heidi.husbands@haileycityhall.org>, Sam Linnet <sam.linnet@haileycityhall.org>, <juan.martinez@haileycityhall.org>, Dick Fosbury <dfosbury@co.blaine.id.us>, Angenie McCleary <amccleary@co.blaine.id.us>, <mdavis@co.blaine.id.us>, <kgoldman@bellevueidaho.us>, <dbrown@bellevueidaho.us>, <gcappel@bellevueidaho.us>, <smahoney@bellevueidaho.us>, Chris Johnson <cjohnson@bellevueidaho.us>, <Governor@gov.idaho.gov>, Janice McGeachin <janicemcgeachin@gmail.com>, Keith Roark <keithroark@blaineschools.org>, Amber Larna <amberlarna@blaineschools.org>, Stone Lara <larastone@blaineschools.org>, Dan Turner <danturner@blaineschools.org>, <blancaromero@blaineschools.org>, Representative Heather Scott <HScott@house.idaho.gov>

*This paper challenges as seriously illegal and unconstitutional the “covid-justified” masking and social distancing Orders in effect for proceedings in Idaho state courts and calls for their immediate rescission.*

**I**

**The Idaho Supreme Court has adopted as established fact a “core covid narrative” that has never been established by evidence in a court of law.**

Since early 2020, Idaho courts have imposed “covid measures” of masking, distancing and gathering limitations based on the Idaho Supreme Court’s own express adoption, without any evidentiary showing in any Idaho courtroom, of what should be regarded as a “core covid narrative”, i.e.,b

1. that there is a “covid-19” coronavirus with many possible variants that cause “covid disease”;
2. that the disease is spreading through communities as a result of person-to-person “contagion”;
3. that covid testing and State Department of Health and Welfare officially reported “incidence rates” and “moving averages” are meaningful and accurate;
4. that what are being reported as “covid symptoms” and ‘covid casualties’ are caused principally by covid-19 and its many claimed variants and not in any significant way by any other factors worthy of investigation;
5. that community spread of covid creates a significant health and safety risk to the public accessing Idaho courts, to court personnel, and to participants in court proceedings;

6. that masking and distancing are safe and effective measures to mitigate the spread of covid; and,
7. that covid vaccines reduce the spread and risk of covid disease in the community.

See for example,

<https://isc.idaho.gov/EO/CERTIFIED-042220-Emergency-Reduction-Order.pdf>

<https://www.co.blaine.id.us/DocumentCenter/View/17413/Idaho-Supreme-Court-Order-September-22-2021-Re-Emerge-ncy-Order-Regarding-Court-Services>

[https://isc.idaho.gov/EO/Order-In-Re-Safety-Protocols-for-Idaho-Supreme-Court-Building\(8-12-21\).pdf](https://isc.idaho.gov/EO/Order-In-Re-Safety-Protocols-for-Idaho-Supreme-Court-Building(8-12-21).pdf)

As is becoming increasingly clear from all pronouncements from afar, from entities like WHO and CDC who have no accountability or jurisdictional authority in Idaho and yet whose dictates have been adopted and imposed by government in Idaho seemingly without hesitation, on virtually all Idahoans, we can expect that core narrative to expand: There will be strain after new strain of covid and more, requiring new experimental vaccines after booster vaccines, each with partial coverage, not quite sufficient (so the story will go) to repair the disintegrating human organism compromised by masking and multiple injections.

## II

### **A strong dissenting view in Idaho professionally disputes every aspect of that Core covid Narrative.**

This core covid narrative has been pushed unchallenged by the mainstream media and seemingly accepted as accurate by much of the public. However, increasing numbers of highly credentialed and independent scientific and medical professionals in Idaho and elsewhere resolutely dispute every aspect of that narrative and its many offshoots, including especially the notions that ‘covid is here to stay’ and that masking and experimental vaccines and ongoing boosters are essential health security measures for everyone.

This “expert” dissenting view insists that not one aspect of the core covid narrative holds up to courtroom evidentiary scrutiny, and further, that

- a. Casualty rates for covid “infections” and deaths as announced by the CDC and the Idaho State Department of Health and Welfare are wildly manipulated and overstated and have no relationship with reality.
- b. Much if not all of the medical testing, treatments and therapeutics for covid symptoms has been seriously flawed if not completely false and fraudulent, of absolutely no value and in many cases seriously aggravating health problems.
- c. None of the immense restrictions on civil liberties imposed by covid Orders around Idaho has been appropriate for protecting health and safety, and in fact has been significantly destructive in causing or contributing to serious mental and physical health problems for all Idahoans including by creating what are called “covid symptoms” and casualties.
- d. Measures like masking, limiting gatherings and social distancing are extremely debilitating to all. Masking destroys not protects physical and mental functioning. Masking cuts oxygen supply and traps carbon dioxide and related toxic exhalation, poisoning the wearer and gravely endangering life and health. The evidence is overwhelming that masks weaken and in time sicken all wearers; cripple physical and mental processes and capabilities; short-circuit and sabotage human potential; and prematurely kill, with illness and death casualties far exceeding those claimed by government to be caused by any virus.
- e. The ever-expanding “covid symptoms” and illness are principally attributable not to a virus but to other causative agents which have been ignored or hidden, including especially 5G wireless EMF radiation.

- f. The “approved” covid vaccines are of no health value but instead are exceptionally dangerous, crippling and/or lethal to many. (See detailed discussion in Section X, below.)

### III

#### **The Court’s adoption of the Core covid Narrative is a unwarranted *de facto* exercise of Judicial Notice**

Judicial Notice developed in the common law as a rule of evidence promoting judicial efficiency, whereby a fact may be introduced into evidence simply by court notice, without any evidentiary presentation, if the truth of that fact is so notorious, well known or authoritatively attested that it cannot reasonably be doubted. Judicial notice has been used most frequently for simple, obvious common-sense facts, such as which day of the week corresponded to a particular calendar date, or of federal public laws and treaties, state public laws, and official regulations of both federal and local government agencies. If abused, judicial notice can promote unscientific bias, deprive the courtroom factfinder of the opportunity to decide for itself important contestable facts, and result in grave injustice.

In Idaho, principles of judicial notice from the common law have been codified. The Law of Judicial Notice in Idaho courts is now contained exclusively in Rule 201 of the Idaho Rules of Evidence as adopted in 2018 and amended in January of 2021. IRE 201 provides in pertinent part:

Rule 201. Judicial Notice of Adjudicative Facts.

...

(b) Kinds of Facts That May Be Judicially Noticed. The court may judicially notice *a fact that is not subject to reasonable dispute* because it:

(1) is generally known within the trial court’s territorial jurisdiction; or

(2) can be accurately and readily determined from sources *whose accuracy cannot reasonably be questioned*. [Emphases added.]

In Idaho, a court cannot take judicial notice of common, prevailing views on anything “subject to reasonable dispute” as where there is meaningful “expert” dissent, especially where significant deprivation of liberties and threat to life and health would result, as many experts maintain is the case with masking. As indicated above, there is hot dispute on every aspect of the covid narrative. Considering the constitutional deprivations being wreaked by covid measures like masking (see Section V, below), it is essential for a sane society to ‘question the accuracy’ of the narrative. Consequently, under controlling Idaho law, IRE 201, Judicial Notice of any of the Core covid Narrative and especially the safety and efficacy of masking and may not be taken by any state court in Idaho. [Same with respect to federal courts: The text of Federal Rule of Evidence 201 is identical to IRE 201.]

Today, what chance does a potential litigant have in Idaho courts challenging the legality and constitutionality of masking when the Court has already expressly adopted as true the entire core covid narrative including that masking is safe and effective? Litigation that is destined to fail by virtue of such court “bias” serves only to embed the entire core narrative in the courts and the public consciousness.

### IV

#### **Idaho courts’ covid orders illegally interfere with constitutionally guaranteed rights to redress grievances and freely access the courts.**

It is generally agreed that the US Constitution’s First Amendment right “to petition the government for a redress of grievances” includes a right of court access for the public. Likewise, Article I Section 18 of the Idaho Constitution provides that “**Courts of justice shall be open to every person, and a speedy remedy afforded for every injury of person, property or character, and right and justice shall be administered without sale, denial, delay, or prejudice.**”

Throughout the history of American jurisprudence, “free men” have been able to walk into court unmolested by rules restricting freedoms such as the inalienable, constitutionally protected right to breathe unobstructed. To a litigant, masking is exceptionally depersonalizing and prejudicial, significantly interfering with healthy breathing, interactive speech and cognitive functioning.

## **V**

### **Idaho Courts’ orders of masking in the courtroom violate constitutional due process.**

The Constitution of the USA, and the constitution of every state in the Union, forbid any governmental entity from depriving fundamental civil liberties unless it accords Due Process to all whom it seeks to deprive: “No one shall be deprived of life, liberty, or property, without due process of law”.

The restrictive measures of masking and distancing implemented in the Idaho courtroom and elsewhere based solely upon judicially noticed facts never established in a court of law have constituted serious and sustained deprivations of constitutionally guaranteed civil liberties, restricting open court access, impairing interaction and speech, and effectively impairing and poisoning breathing. Especially sickening and inexcusable is what masking represents beyond *merely* impairing and poisoning every breath. What is prevalent throughout the history of masking is brutalization, torture, subjugation, perversion, humiliation and enslavement, and with particular victimization of women, racial minorities, the disabled and children.

Constitutional Due Process requires that the following procedures be followed in advance of imposing such serious and unprecedented deprivations of life and liberty:

- a) Formal notice to *all* those sought to be “deprived” and full evidentiary hearing afforded in an impartial tribunal, with full opportunity for the potential “victims” to cross-examine witnesses and to present independent competing evidence;
- b) In such proceeding, the State has the burden of proving by *overwhelmingly convincing evidence the existence of ‘grave imminent danger’ that would warrant the deprivations sought to be imposed; and,*
- c) The emergency measures sought to be imposed must be shown *to be ‘least restrictive’* in terms of adverse impact on civil liberties and for the shortest duration possible commensurate with the threat.

None of these requirements have been provided to anyone required by court orders to be masked in judicial proceedings in Idaho.

## **VI**

### **Orders of masking in the courtroom illegally exceed the Courts’ limited constitutional and statutory emergency authority.**

## **A**

### **Nowhere in Idaho law or Constitution is there any express authority to require masking in the courtroom.**

Under the Idaho Constitution and statutes, the occurrence of emergency conditions like a pandemic allows the Supreme Court only to change the location of its Terms – nothing more. Idaho Constitution Article V, Section 8; Idaho Code Section 1-209. The only other basis for authority of courts in emergency conditions is contained in Idaho Court Administrative Rule 48, which allows district courts to order suspension or closure of the court until the immediate threat is ended and safe operations can be restored.

Under the common law doctrine of construction of written law known as *expressio unius est exclusio alterius*, the express empowerment in the law to do one thing alone, like changing the location of Court Terms or allowing court closures, necessarily excludes the authority to do anything else, like orders of social distancing or masking.

## **B**

### **There is no implied “inherent” Constitutional authority for the Idaho Court to require masking in the courtroom.**

As authority for its masking orders and other covid restrictions, the Idaho Supreme Court has asserted the Constitutional power of the judiciary under Idaho Constitution Article V, Section 2 together with “inherent powers” that allow it to assess the danger and prescribe measures it deems protective, like masking and distancing.

See, for example,

<https://isc.idaho.gov/EO/ISC-Emergency-Order-Ammended.pdf>

<https://isc.idaho.gov/files/COVID-19-Order.pdf>

Traditionally, the doctrine of inherent judicial power has been invoked by courts to take actions necessary to fulfill their constitutional functions, even when those actions are not specifically authorized by express constitutional text or legislative statutes. Inherent judicial power is seen to operate as an implicit “necessary and proper” clause to the establishment of the judiciary as an independent and equal branch of government.

While Idaho Code Section 1-212 recognizes and confirms the inherent power of the Supreme Court to make rules governing procedure in all the courts of Idaho, such inherent power may not be construed to effectuate or allow a serious breach of the Constitution, which is exactly what the Idaho Supreme Court has done by mandating measures like masking in the courtroom that significantly threaten “life and liberty” without any constitutionally required due process having been provided to anyone.

Under Idaho law and constitution, all persons are entitled to attend court proceedings without illegal and unwanted obstruction, intrusion or threat, especially anything involving immense deprivations of fundamental rights. If a court believes it has cause to mask up any person, due process requires that the reasons must be clear and convincing and specific to that person.

## **VII**

### **The Idaho Supreme Court’s adoption of the Core covid Narrative amounts to constitutionally impermissible judicial deference to determinations of emergency made by the executive branch of state government.**

The story of “community spread” and “rates of incidence” coming from the Idaho Department of Health and Welfare, adopted as reality without challenge or independent corroboration by the Idaho Supreme Court, dovetails perfectly with the alleged need for emergency powers asserted by the governor. The Department of Health and Welfare is part of the Idaho State Executive Department. Its director reports to the governor in his capacity as senior executive of the Executive Department, such that the uncorroborated pronouncements of emergency conditions made by the subordinate provide justification for the boss’s assertion of emergency powers, which Governor Little has done continuously since March 2020. *Executive empowerment via intra-departmental bootstrapping in this fashion sabotages Idaho law and Constitution and must not be ratified as the Idaho Supreme Court has effectively done by its adoption of the core covid narrative.*

## **A**

### **Constitutional separation of powers**

The Idaho Constitution divides powers of the government of the state of Idaho into three distinct departments, the legislative, executive and judicial. No one charged with the exercise of powers belonging to one of these departments may exercise any powers belonging to either of the others, except as the Constitution expressly allows. Article II, Section 1. All the powers of the Idaho governor are found in the Executive Department, in Article IV of the Constitution:

“The supreme executive power of the state is vested in the governor, *who shall see that the laws are faithfully executed.*” Article IV, Section 5 (emphasis added).

Idaho legislative power is vested in the state senate and house of representatives (Article III, Section 1). A governor’s only power with respect to the legislative process is the right to approve as law legislation passed by the Legislature or to reject it by Veto, subject to legislative override. (Article IV, Sections 10 and 11). The Constitution also provides a governor with various specific powers, including to appoint officers (Section 6), to pardon (Section 7), to require official reports (Section 8), and to convene special legislative sessions (Section 9).

*The only power of an emergency nature provided to a governor by the Constitution is that of commander-in-chief of the military forces of the state* (except when they might be called into actual service of the United States). In such capacity, the governor has power to call out the militia “to execute the laws, to suppress insurrection, or to repel invasion.” Article IV, Section 4. At no point in the Idaho covid crisis has this been invoked.

There are no other powers of an emergency nature prescribed by the Idaho Constitution for a governor. Moreover, a governor has no “inherent power” under the Constitution to protect the people in a manner he sees fit. Under the Idaho and US Constitutions, all rights not expressly given to government are reserved for the people, not for any governor. Idaho Constitution Article I, Section 21; US Constitution Ninth and Tenth Amendments. A governor “protects the people” by abiding by his Constitutionally defined responsibilities – nothing more.

## B

**Idaho statutory law authorizes limited powers for a governor in an emergency, which limits Governor Little has wildly exceeded.**

The Idaho legislature has by legislation seen fit to confer emergency powers upon a governor, in two defined situations. The first is Idaho Code 46-601 et seq., addressing the situation of martial law. In conditions of extreme emergency involving extreme peril to public safety, a governor is given complete authority over all state agencies and the power to issue and enforce rules, regulations and orders he deems necessary to protect persons and property. This statute is consistent with the Constitutional vesting to the governor of Militia Power found in Article IV, Section 4, discussed above.

The only other statutory authority for a governor’s emergency powers is found in the State Disaster Preparedness Act, Idaho Code Section 46-1008. This is the authority claimed by Governor Little in each of his monthly emergency Proclamations from the initial dated March 13, 2020, through the most recent dated January 7, 2021. This Act provides that in rare circumstances of bona fide disaster emergency, a governor may assume considerable dictatorial powers relative to that emergency, *but only for a limited period of time never to exceed 60 days*:

Idaho Code Section 46-1008. THE GOVERNOR AND DISASTER EMERGENCIES.

(1) Under this act, the governor may issue executive orders, proclamations and amend or rescind them. Executive orders and proclamations have the force and effect of law.

(2) A disaster emergency shall be declared by executive order or proclamation of the governor if he finds a disaster has occurred or that the occurrence or the threat thereof is imminent. The state of disaster emergency shall continue until the governor finds that the threat or danger has passed, or the disaster has been dealt with to the extent that emergency conditions no longer exist, and when either or both of these events occur, the governor shall terminate the state of disaster emergency by executive order or proclamation; *provided, however, that no state of disaster emergency may continue for longer than thirty (30) days unless the governor finds that it should be continued for another thirty (30) days or any part thereof.* The legislature by concurrent resolution may terminate a state of disaster emergency at any time. Thereupon, the governor shall issue an executive order or proclamation ending the state of disaster emergency. All executive orders or proclamations issued under this subsection shall indicate the nature of the disaster, the area or areas threatened, the area subject to the proclamation, and the conditions which are causing the disaster. . . . [emphasis added.]

...

However, by the following clause appearing in each of his monthly “emergency” Proclamations relative to covid since his first on March 13, 2020., Governor Little has asserted the power to extend emergency powers indefinitely into the future for as long as he in his sole discretion determines the need to do so:

“The state of public health emergency herein described shall exist for a period of thirty days unless terminated, modified or unless extended for thirty-day increments.”

The 30-day ad infinitum extension language appearing in each of these Emergency Proclamations flies in the face of the clear and unambiguous language of Idaho Code Section 46-1008 (2) that allows only one such 30-day extension:

“ . . . [N]o state of disaster emergency may continue for longer than thirty (30) days unless the governor finds that it should be continued for another thirty (30) days or any part thereof. . .

In each of his consecutive monthly emergency proclamations extending now over 22 consecutive months, the “state of disaster emergency” is claimed to be the same, i.e., “the occurrence and imminent threat to public health and safety arising from the effects of COVID-19 . . . ”.

Under the law of Idaho, the language of a statute must be given its “plain, usual and ordinary meaning”. Idaho Code Section 73-113. It is wildly disingenuous for anyone to claim that the language of the above-quoted duration clause of the Idaho Disaster Preparedness Act is ambiguous, and that a reasonable and lawful construction of that ambiguity is that a governor’s reign lasts ‘30 days plus 30 days, potentially forever and ever at the governor’s whim’, provided he keeps renewing it with new proclamation every thirty days. An error of this magnitude and blatancy does not happen by accident: This has been intentional overreach, intentional misleading and intentional wrongful usurpation of power by our governor in colleague with our attorney general, in violation and attempted sabotage of very clear statutory and constitutional limitations, in order to perpetuate what has become a tyrannical reign over almost two million Idahoans that has extended almost two years.

Even if this language of the Act were somehow deemed ambiguous, the law requires that statutory ambiguity be resolved in a way that does not infringe on constitutionally protected civil liberties and that is consistent with presumed legislative intent. To allow unending reign by a governor simply upon his ongoing monthly proclamations at his unchallenged whim, relying on reports of emergency from the state health agency that reports directly to him, would plunder the due process constitutional rights of all Idahoans and would amount to a blind delegation of the legislative function to the governor for as long as he alone determines. This construction would effectively abrogate the constitutional role of the legislature to one of powerless bystander, an absurd result that would violate the Distribution of Powers mandate in Article II, Section 1 of the Idaho Constitution.

Consequently, the only appropriate construction of this statutory clause is the common sense, plain language one: A governor’s Disaster Emergency Powers under Idaho law may last ‘30 days plus up to another 30’ – Never More.

In short, the only disaster emergency power an Idaho governor may claim comes from limited legislative allowance, which in the case of the covid -disaster emergency ended no later than May 12, 2020, sixty days after the governor’s initial emergency proclamation dated March 13, 2020. For over twenty months now, Governor Little has been acting *ultra vires*, without any legal authority, in flagrant disregard for Idaho constitutional and statutory law.

## VIII

### **The Idaho Supreme Court’s adoption of the Core covid Narrative has had major societal repercussions**

The Idaho Supreme Court tends to be seen by the public as an institution of integrity, wisdom and truth, a rudder for society that serves as a check against constitutional infringements. The general view of the public is that if the Supreme Court has adopted it, it must be true.

The Courts’ Orders of masking in the courtroom have had serious “domino” impact throughout Idaho society. Public meetings throughout Idaho illegally impose masking and restrict in-person attendance, contrary to express dictates of Idaho Open Meeting Law. Idaho Code Section 74-201 et seq. School boards have masked children and teachers with constant messaging of viral threat and pressure to vaccinate. Private employers are wrongfully encouraged by state and local government officials to illegally bar access to customers and employees who for medical or religious reasons cannot tolerate compliance with private business covid masking and/or vaccination mandates. The working class with disproportionate minority makeup is taking the brunt of these private business mandates. The covid narrative interferes with every aspect of our lives, crippling productivity, education, innovation, health and the human spirit even though it has never been established in court by competent evidence.

**The most disturbing impact of the courts’ blind adoption of the Executive Department Core covid Narrative is that it has promoted mindless societal acceptance and adaptation to an ever-expanding “reality narrative” dictated by**



**government that has no support in competent evidence and yet can never be challenged by the public, where government can loosen and tighten restrictions on Inalienable Rights as it sees fit.**

Common sense, sanity and the rule of law demand that masking and vaccination should be examined as likely principal causes of sickness and death today. Many scientific and medical experts insist that sustained masking, which by its nature creates an oxygen-deficient and poisoned air supply, is a major contributor to “covid casualties”, i.e., those suffering and dying with “covid-like symptoms”, as well as other devastating illnesses and diseases ranging from viral respiratory infections to seizures, heart attacks and strokes. The same with respect to vaccinations: Many Idaho professionals are convinced that “vaccine” casualties will be astronomical and worsening with every booster, yet certain to be called “covid casualties” by those with the vested interests.

The Courts’ blind adoption of the Core covid Narrative also has served to block inquiry into other strongly suspected highly toxic causative agents of deteriorating public health and of “covid symptoms” in particular, most notably 5G wireless radiation. The 5G push across Idaho has peaked during the almost two-year time of the “pandemic”. Activities of telecoms were given preferential treatment by government as “Essential” at the same time when many Idaho businesses were shut down or seriously interfered with due to the alleged “covid threat”. Considering the immense professional concern today about 5G safety, largely suppressed, a sane society would insist on understanding the nature of 5G installations now in place, what health concerns they represent in terms of causing covid symptoms or other illness, and what health protective measures are appropriate.

**IX**  
**The primary Constitutional “inherent power” and express statutory obligation of the Idaho judiciary is to “support the Constitution” and the rule of law. Idaho Code Section 59-401.**

By blindly adopting as it has for almost two years the self-serving emergency pronouncements of a department in the Executive Branch of state government, the Supreme Court has wrongfully abrogated the independent role of the judiciary which is at the heart of constitutional separation of powers. Idaho Constitution Article V, Section 2.

Instead, the Court is urged to recognize that, at all times since May 12, 2020, Governor Little has been acting *ultra vires* in his assertion of emergency powers beyond 60 days (Section VII B, above). **The gravity of the illegal overreach compels that the Idaho Supreme Court reject the covid narrative coming from inside Governor Little’s Executive Department on which his claim to power is based and rescind its Orders on masking in the courtroom based on that self-serving narrative.**

**X**  
**Challenge to the Vaccination narrative –**

Given the intense push for universal vaccination by the executive branches of state and federal governments, now even for the youngest of children, special objection must be made to the Idaho Supreme Court comment contained in its Order dated August 5, 2021, adopting the narrative that “vaccines reduce the risks of COVID-19”. [This is Item No. 7 of what is referred to herein as the “Core covid Narrative; See Section I, above.]

See e.g.,  
[https://isc.idaho.gov/EO/Order\\_Re-Appellate-Oral-Arguments\(8-5-21\).pdf](https://isc.idaho.gov/EO/Order_Re-Appellate-Oral-Arguments(8-5-21).pdf)

It is respectfully submitted that Judicial Notice of vaccine safety and/or efficacy is completely unwarranted. An examination of the true facts on covid vaccine reveals the following:

Far from bringing the Idaho covid crisis to an end, the “vaccine” is but the next aggravation in state infringement on individual freedoms that has calamitous health consequences. Covid vaccine efficacy has not been shown because it doesn’t exist. The “vaccine” doesn’t kill “the virus”. It doesn’t give immunity to it. It doesn’t protect against claimed “new variants”. It doesn’t stop one from spreading it. It doesn’t eliminate the need for masking, travel restrictions and other lockdown measures as government sees fit. What it does accomplish is further subjugation to a dictated unsupportable narrative that is ravaging the bodies, minds and spirits of all Idahoans.



In assessing credibility of the narrative, one must look at the track record of the covid vaccine drug companies. In recent years, each has made huge payments in settlement of civil and criminal charges of fraud and mass casualties connected with sale of some of their leading drugs. We have learned the hard way that “FDA approval” is too often a signal of extreme danger ahead. It is obvious now that there will be no end to new “covid variances” and the need to boost health by successive injections as determined by the drug companies and the FDA.

Casualties of covid vaccines in Idaho and across America are exploding but are being hidden by active collusion between the vaccine makers, “the authorities” and the press. Idaho and all of America is awakening to and is enraged by a tale of deception and betrayal and of a trail of victims paralyzed, crippled and killed. The CDC (VAERS) reports a shocking number of deaths connected to the covid “vaccines”. However, we have learned to seriously question every statistical account from the CDC relating to covid. Independent experts assure that the true vaccine casualty rate is far higher, with the worst impact yet to come.

Many believe that the covid vaccine development is a story of immense fraud and racketeering with intended deadly impact. Regardless of what people believe, the entire covid narrative including on how this experimental “vaccine” will save the day must be rejected by a sane Idaho all until the Due Process case is made, of a devastatingly deadly virus demanding desperately dangerous measures like masking and vaccination, which will never happen because such as case could never be sustained.

Idahoans of every walk of life are expressing very serious concerns about covid “vaccine” efficacy and safety, and many are refusing the injection, on health and constitutional grounds. It is a great betrayal for our governor and the courts not to respect their views and not to publicly communicate to all Idahoans the experimental nature of this vaccine and what that means in terms of risk to health and life as well as the up-to-date truth on mounting casualties. It appears from most Idahoans have bona fide concerns that the vaccine would seriously damage health or kill them and/or would violate their connection with the great spirit of the Almighty and lead to the disintegration of the human spirit, mind and body. This includes many persons who “took the jab” and now deeply regret having bowed to the pressure, many now in immense fear for their lives. The fear is that the “vaccine” will spell endgame, not for the “virus”, but of sanity, of health and even life for many - and of any future for Idahoans free of deviant racketeers.

B

### **Why *Jacobson v. Massachusetts* has no relevance today**

Lastly, it is incumbent that all Idaho courts reject any notion that the 1905 US Supreme Court decision in *Jacobson v. Massachusetts* (197 US 11) gives a government the right to compel universal vaccination of the public or to restrict any liberties of those who refuse. *Jacobson* must be seen as a worn-out relic from primitive judicial yesteryear that has no application to the covid situation today.

Mr. Jacobson was an individual who for health reasons refused smallpox vaccination that was made mandatory for all adults by local health authorities. The Supreme Court upheld Jacobson’s “conviction” in state court for refusal to submit. The court recognized divergent views on the efficacy and safety of the vaccine but overruled the concerns of Jacobson’s health care professionals and adopted the prevailing view that universal vaccination was necessary to protect society. The only penalty was a fine of \$5, equivalent to about \$160 today. *He was not forced to be vaccinated; he was not jailed; he was not denied gainful employment, the right to travel freely, nor public access to establishments. The only “deprivation” he suffered was the loss of \$5.*

It is a wild concoction to insist that *Jacobson* stands for the proposition that all “vaccines” of every type for decades and centuries into the future, involving diseases, technologies and risks far beyond the imagination of 1905, must always be considered safe and effective by a court as a matter of judicial notice, for all adults and all minor children of all ages, without evidentiary proof and the opportunity for challenge, and where the deprivation sought to be imposed is not a modest monetary fine but serious restrictions on civil liberties and threat to life itself. *When the threat is significant physical and mental damage and even death as is the case today with respect to the covid “vaccine”, fundamental state and federal constitutional due process forbids that judicial notice to be taken of a vaccine’s safety and efficacy.*

The world of vaccines today is a far cry different from Jacobsen’s of 117 years ago. The vaccine industry is dominated by a few pharmaceutical global giants coming up with new “vaccines” to address new “disorders” they have been

instrumental in identifying. The biggest vaccine growth is targeted at minor children, those legally incapable of consenting to such a grave personal invasion. The vaccinators and the regulators maintain that children are more prone to infectious disease due to undeveloped immune systems and therefore need “proper vaccination”. Again, given the track record of these vaccinating companies, their credibility on covid “vaccine” safety and efficacy must be seriously challenged. In 2022 in Idaho and throughout the entire US, safety and efficacy is seriously disputed by multitudes of highly credentialed, seasoned, and independent healthcare professionals and scientists. The existence of reasonable expert dispute on the matter means that under controlling Idaho evidentiary law, Idaho Rule of Evidence (IRE) 201, judicial notice of covid vaccine safety and efficacy may not be taken. The facts must be proven in a court of law, where all persons whose bodies are sought to be so seriously invaded have the right to challenge, consistent with due process requirements.

Respectfully,

James Hungelmann

Ketchum

## Lisa Enourato

---

**From:** Maya JB Burrell <bhathorraj@fastmail.fm>  
**Sent:** Saturday, February 05, 2022 12:20 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** mask mandates

dear ketchum,

at the beginning of all this, i wasn't prepared for the vitriol coming from fellow citizens on not wearing a mask. i also wasn't prepared for the behavior of law enforcement in intimidating me regarding the Americans with Disabilities Act. you have all my letters from the awful documented experience i had.

however, i am definitely prepared now and am just waiting to be confronted with discrimination again regarding my disability and choice to NOT wear a mask or a visor! given all the recent information, i think that ketchum would find it very difficult to defend themselves in court regarding mask mandates. i'm still pissed off at what happened to me before and would consider any intervention by police to pressure me into wearing a face covering in any private or public establishment as coercion and harassment. i suggest you consider this situation in your deliberations.

in addition, by continuing this mandate, you are party to businesses that may be discriminating against non-mask wearers such as myself. for businesses that don't want to be a party to this ridiculous nonsense, you are forcing them to be mask-police. if they want to be mask-police, let them do that on their own and suffer the consequences. stop propping up a dangerous behavior that negatively affects human health. you know this by now. you also know that the CDC has just said regular masks that people wear don't work. how will you defend this in a court of law if it comes to that?

people need to be supported with the TRUTH! stop lying to them about masks. you have been on the wrong side of this issue for a couple of years now. time to make it right.

maya burrell  
ketchum

ps. currently, I DO NOT WEAR MASKS! come and get me.

--

Maya JB Burrell  
208.471.0360  
[bhathorraj@fastmail.fm](mailto:bhathorraj@fastmail.fm)

## Lisa Enourato

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**From:** Kerrin McCall <kerrinmac@gmail.com>  
**Sent:** Saturday, February 05, 2022 12:55 PM  
**To:** Neil Bradshaw  
**Cc:** Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** concerning mask ordinance

Attention: Mayor Bradshaw and the Ketchum City Council,

It is time to stop the mask ordinance in Ketchum ! Clearly wearing a mask is a an absolute travesty that has no impact on health; conversely wearing a mask is detrimental to physical and emotional well being. I have written you before on this issue and will not use my Saturday to dig up all of the research within my 600 pages of notes related to the uselessness of masks for protection from COVID. "The virus is gonna virus" as Alex Berenson says in his daily substack postings. The virus is in the air and it is absolutely impossible to stop the movement of air with a face covering. It's my understanding that stopping the movement of air is called suffocation. The definition of suffocation is 1. the state or process of dying from being deprived of air or unable to breathe. 2. difficulty in breathing. 3 a feeling of being trapped and oppressed. Suffocation is asphyxiation or the "the state or process of being deprived of oxygen, which can result in unconsciousness or death; suffocation."

Wearing a mask is an absurd guise that signals fear of humankind. I have not worn a mask for the past two years and I refuse to comply with the powers that are attempting to take away my freedom to breath the air and keep my body and mind healthy. I choose to smile and show my love for my fellow humans.

In peace and reverence for life.  
Kerrin McCall

## Lisa Enourato

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**From:** Annie Jablonski <kidshousemontessori@live.com>  
**Sent:** Saturday, February 05, 2022 2:04 PM  
**To:** Participate  
**Subject:** Mask discussion

Hello,

It has been brought to our attention that The Ketchum City Council will discuss and perhaps vote on your mask order Monday, February 7, at 4:00

The S.V. Mayor Hendricks reported from This weekly mayor's meeting that South Central Health District has not been requiring their employees to mask, but allowing the option to choose for themselves due to concerns about Mental Health issues relating to a long-standing mandate.

I have noticed, so many sad and upset faces. Even during Christmas when most people are joyous and patient and kind. There was a huge void of that kindness present. Let's just be done with the fear and get back to why we love our valley. Covid hit, it caused too much sadness to mention. Now we have variant's and they are not killing the ones without multiple, pre-existing conditions. The policy could be, when sick, stay home. I recall last year, one of your members said something to the effect of 'The people have spoken.....they no longer want to wear masks'.

I hope you will be open and understand how it has impacted so many of us. i should think you too are tired of mask mandates.

Thank you for your time and consideration,  
Annie Jablonski

## Lisa Enourato

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**From:** JENNIFER BELLINGER <jbellingerart@aol.com>  
**Sent:** Saturday, February 05, 2022 4:10 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Stop the Mask Mandates

Mr. Mayor & Ketchum City Council members,

I respectfully submit the following comments and links to articles below...stating evidence that masks do not work and in fact are doing great harm, especially to our children.

Perhaps you have seen nationwide this past week high school students standing up for their rights and choosing to no longer wear masks.

Maybe you are following the Canadian Freedom Convoy ...numbering in the tens of thousands of truckers standing for all mandates to cease....Not just Canada but in many countries worldwide & soon in the USA. The USA is way behind in reporting on protests and countries around the globe that have stopped all mandates.

Let the citizens of our valley make their own health choices.

Stop these silly mask mandates

Sincerely,

Jennifer Bellinger  
Ketchum

1) None of the lockdown, masking, or other measures you have implemented have done anything to stop COVID, only to stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves. What has happened in the past two years is a perfect illustration of why government by experts is not only a bad idea but dangerous.

2) Even CDC has finally admitted what independent scientists, researchers, and doctors have been saying all along: cloth masks don't work. Please stop this policy.

<https://www.nytimes.com/2022/01/14/health/cloth-masks-covid-cdc.html?referringSource=articleShare>

3) The most comprehensive reviews show masks don't work. Please stop this policy. <https://stevekirsch.substack.com/p/do-masks-work>

4) The masks you are forcing on our community are not just ineffective, they are dangerous. See this IMPORTANT article with data regarding proof that masks drastically elevate CO2 levels, that even low concentrations of CO2 cause a cascade of damage to the body including neurological damage, birth defects, and stillbirths in pregnant animals exposed, anxiety, fatigue, headaches, and trouble concentrating, inability to learn language and empathy, and impaired emotional development in children. Please stop this policy that is HARMING our community.

<https://healthfreedomdefense.org/masks-arent-just-ineffective-theyre-dangerous/>

5) According to recent research, the average IQ of babies born after July 2020 was 78, a 22 percentage point plummet from the 10 year average ending January 2019. While there is no doubt that decreased stimulation likely played a role, the fact that masks increase CO2 levels and that increased CO2 levels cause neurological damage, birth defects, and stillbirths in pregnant animals should concern us all. Please stop this dangerous policy.

<https://www.medrxiv.org/content/10.1101/2021.08.10.21261846v1.full.pdf>

6) South Central Health District's actions behind closed doors speak volumes. They acknowledge the harmful mental health impact of masks and therefore allow employees to make their own personal choice. This policy, in and of itself speaks volumes about the low level of concern they must have about COVID, not to mention their lack of confidence in masks. And of course, their hypocrisy. Please stop this now.

7) The myth of asymptomatic spread was disproven through a study of 10 million people which found zero cases of asymptomatic spread. Furthermore, the initial story of an asymptomatic Chinese national in Germany thought to prove asymptomatic spread was determined to be false. The person was, in fact symptomatic, but the authorities never corrected the record or public perception. <https://stevekirsch.substack.com/p/proof-of-asymptomatic-spread> Sick people should stay home and they most likely do, especially in this environment. But masking policies due to fear of asymptomatic spread are unscientific.

And Fauci even cautioned that asymptomatic spread is not an issue. <https://www.youtube.com/watch?v=vrAvjU2LBkg>

If there is no asymptomatic spread, there is nothing to fear. Given that the masks cause harm, they MUST BE STOPPED.

8) Lockdowns have effectively zero impact. <https://justthenews.com/politics-policy/coronavirus/bidens-pandemic-ratings-tank-study-finds-lockdowns-had-little-no-public> More evidence that politicians should not be interfering in the private lives of citizens.

9) CDC Director Walensky says the COVID jabs do not prevent transmission. Pfizer CEO Bourla says "Two doses of the vaccine offers very limited protection, if any." Bill Gates says they don't work either. I'm sharing this to demonstrate that the policies employed during this episode have not worked despite ALL the reassurances by public health figures that they would. 2 weeks to flatten the curve, we'll get back to normal if you get the injection, the only way out of this is the jab. How much more harm will you cause? Please stop the policy.

<https://www.msn.com/en-us/health/medical/cdc-director-covid-vaccines-cant-prevent-transmission-anymore/ar-AASDndg>

<https://townhall.com/tipsheet/katiepavlich/2022/01/11/pfizer-ceo-our-vaccines-offer-little-protection-n2601670>

[https://www.rebelnews.com/bill\\_gates\\_admits\\_covid\\_19\\_vaccines\\_dont\\_stop\\_viral\\_transmission](https://www.rebelnews.com/bill_gates_admits_covid_19_vaccines_dont_stop_viral_transmission)

10) The COVID jabs do not prevent transmission, infection, hospitalization, or death, in fact a study of 145 countries shows they make things WORSE! It is clear none of the policies you have implemented have helped. Please stop the mask policy.

[https://vector-news.github.io/editorials/CausalAnalysisReport\\_html.html](https://vector-news.github.io/editorials/CausalAnalysisReport_html.html)  
<https://alexberenson.substack.com/p/an-urgent-warning>  
<https://alexberenson.substack.com/p/has-covid-vaccine-efficacy-turned>  
<https://alexberenson.substack.com/p/covid-infections-and-deaths-soar>  
<https://alexberenson.substack.com/p/we-vaccinated-4-billion-people-and/comments>  
<https://alexberenson.substack.com/p/israel-is-overrun-with-covid-the/comments>

11) Natural immunity is superior and long lasting. We don't need ANY community measures. At risk individuals are best positioned and equipped to educate themselves and to make appropriate decisions for themselves. Please stop this policy.

<https://alexberenson.substack.com/p/natural-immunity-for-the-win-yet>  
<https://palexander.substack.com/p/brownstone-150-research-studies-affirm>  
<https://dailycaller.com/2022/01/19/cdc-natural-immunity-outperforms-vaccination-covid-19-coronavirus/>

City emails:

[nbradshaw@ketchumidaho.org](mailto:nbradshaw@ketchumidaho.org)  
[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)  
[jslanetz@ketchumidaho.org](mailto:jslanetz@ketchumidaho.org)  
[chamilton@ketchumidaho.org](mailto:chamilton@ketchumidaho.org)  
[mdavid@ketchumidaho.org](mailto:mdavid@ketchumidaho.org)  
[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)

Thank you!!

Leslie Manookian  
[leslie.manookian@me.com](mailto:leslie.manookian@me.com)

Juanita



## Lisa Enourato

---

**From:** Neil Bradshaw  
**Sent:** Saturday, February 05, 2022 4:22 PM  
**To:** Participate  
**Subject:** Fwd: Time to end the mask mandates.

Public comment

Note he misspelt the participate email address so am forwarding to you again

Cheers

### NEIL BRADSHAW | CITY OF KETCHUM

#### Mayor

P.O. Box 2315 | [191 5th Street, W. | Ketchum, ID 83340](#)  
o: 208.727.5087 | m: [208.721.2162](#)  
[nbradshaw@ketchumidaho.org](mailto:nbradshaw@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

Begin forwarded message:

**From:** Kent Kreidler <kentkreidler@gmail.com>  
**Date:** February 5, 2022 at 4:12:36 PM MST  
**To:** Neil Bradshaw <NBradshaw@ketchumidaho.org>, Amanda Breen <ABreen@ketchumidaho.org>, Jim Slanetz <jslanetz@ketchumidaho.org>, Courtney Hamilton <CHamilton@ketchumidaho.org>, Michael David <m david@ketchumidaho.org>, participate@ketchumidaho.org  
**Subject:** Time to end the mask mandates.

I think it's time to end the mask mandates Folks,

There's likely less science supporting mask use, especially the basically joke masks that everyone is wearing, than there is science saying that they have a negative health and social impact. Personally - I've had Covid 2x in the last 2 years and most recently about a month ago. Most people I know who had the virus are vaccinated and have lost or are losing faith in the propaganda narrative on the importance of those as well. I think we're all tired of the far left misleading propaganda campaign. To be honest, I took an ivermectin prescription for my last round of Covid and breezed through it in 5 days with fatigue as my only symptom - yes I had several positive PCR tests and did have Covid. The cover up of the proven anti-virals which are limited to the elite, the privileged (like NFL athletes) and a small group of health enthusiasts who have actually done the research, while people are left to die on respirators in hospitals is obscene. The Democrats are quickly becoming the party of the ignorant, foolish and manipulated instead of the party of higher intellect. While the initial virus response may have been justified, we all have enough access to facts and studies now, let alone our own observations and simple use of logic to let go of the fascist Big Pharma governed, over-reach response that rules the media (advertising dollars), thought and policy (lobbying and political sponsorship).

Certainly those who consider themselves at risk can choose into wearing tightly fitted N95 masks and taking other precautions. Masks are an unconstitutional, experimental medical device. Anyone can choose into wearing a well functioning, effective mask if they want to.

Thank you.



**From:** resortliving <resortliving@pm.me>  
**Sent:** Saturday, February 05, 2022 5:35 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Mask Mandates

<https://rumble.com/embed/vrgml7/?pub=4> Virginia Mom Unloads on School Board Over Mask Mandates: 'If Masks Work, Why Don't They?

1) None of the lockdown, masking, or other measures you have implemented have done anything to stop COVID, only to stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves. What has happened in the past two years is a perfect illustration of why government by experts is not only a bad idea but dangerous.

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<https://townhall.com/tipsheet/katiepavlich/2022/01/11/pfizer-ceo-our-vaccines-offer-little-protection-n2601670>

[https://www.rebelnews.com/bill\\_gates\\_admits\\_covid\\_19\\_vaccines\\_dont\\_stop\\_viral\\_transmission](https://www.rebelnews.com/bill_gates_admits_covid_19_vaccines_dont_stop_viral_transmission)

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<https://alexberenson.substack.com/p/has-covid-vaccine-efficacy-turned>

<https://alexberenson.substack.com/p/covid-infections-and-deaths-soar>

<https://alexberenson.substack.com/p/we-vaccinated-4-billion-people-and/comments>

<https://alexberenson.substack.com/p/israel-is-overrun-with-covid-the/comments>

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<https://alexberenson.substack.com/p/natural-immunity-for-the-win-yet>

<https://palexander.substack.com/p/brownstone-150-research-studies-affirm>

<https://dailycaller.com/2022/01/19/cdc-natural-immunity-outperforms-vaccination-covid-19-coronavirus/>

**From:** [Cheryl Concannon, M.A.](#)  
**To:** [Neil Bradshaw](#); [Amanda Breen](#); [Jim Slanetz](#); [chamilton@ketchmidaho.org](mailto:chamilton@ketchmidaho.org); [Michael David](#); [Participate](#)  
**Subject:** END YOUR MASK MANDATE FOR THE WELL-BEING OF THE COMMUNITY.  
**Date:** Saturday, February 05, 2022 6:52:11 PM

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## [More than 400 studies prove that lockdowns, mask mandates are harmful to human health](#)

*The pandemic response today remains a purely political one. It is unhealthy to attempt to exercise with a mask, talk, or breathe for extended periods.. There is no conclusive evidence supporting claims that any of these restrictive measures worked to reduce viral transmission or deaths. Lockdowns were ineffective, school closures were ineffective, mask mandates were ineffective, and masks themselves were and are ineffective and harmful.*

*The great body of evidence (comparative research studies and high-quality pieces of evidence and reporting judged to be relevant to this analysis) shows that COVID-19 lockdowns, shelter-in-place policies, masks, school closures, and mask mandates have failed in their purpose of curbing transmission or reducing deaths. These restrictive policies were ineffective and devastating failures, causing immense harm especially to the poor and vulnerable.*

*The overwhelming body of evidence shows that masks and coverings for the face do absolutely nothing to promote health or protect against any alleged virus.*

- ***More than 400 studies, in fact, prove that not only mask mandates but also lockdowns and shelter-in-place policies are destroying people's health, not promoting it. Please visit the [Brownstone Institute](#) for the entire list of 400 studies.***
- ***"These restrictive policies were ineffective and devastating failures, causing***

*immense harm especially to the poorer and vulnerable within societies,”  
reported LifeSiteNew.com*

- *None of the lockdown, masking, or other measures you have implemented have done anything to stop COVID, only to stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves. What has happened in the past two years is a perfect illustration of why government by experts is not only a bad idea but dangerous.*
- *Even CDC has finally admitted what independent scientists, researchers, and doctors have been saying all along: cloth masks don't work. **Please stop this policy.***
- *<https://www.nytimes.com/2022/01/14/health/cloth-masks-covid-cdc.html?referringSource=articleShare> The most comprehensive reviews show masks don't work. **Please stop this policy.** <https://stevekirsch.substack.com/p/do-masks-work>*
- *The masks you are forcing on our community are not just ineffective, they are dangerous. See this IMPORTANT article with data regarding proof that masks drastically elevate CO2 levels, that even low concentrations of CO2 cause a cascade of damage to the body **including neurological damage**, birth defects, and stillbirths in pregnant animals exposed, anxiety, fatigue, headaches, and trouble concentrating, inability to learn language and empathy, and impaired emotional development in children. **Please stop this policy** that is **HARMING** our community.*
- *<https://healthfreedomdefense.org/masks-arent-just-ineffective-theyre-dangerous/>*
- *According to recent research, the average IQ of babies born after July 2020*

*was 78, a **22 percentage point plummet** from the 10 year average ending January 2019. While there is no doubt that decreased stimulation likely played a role, **the fact that masks increase CO2 levels and that increased CO2 levels cause neurological damage, birth defects, and stillbirths in pregnant animals should concern us all. Please stop this dangerous policy.*** <https://www.medrxiv.org/content/10.1101/2021.08.10.21261846v1.full.pdf>

*South Central Health District's actions behind closed doors speak volumes. They acknowledge the harmful mental health impact of masks and therefore allow employees to make their own personal choice. This policy, in and of itself speaks volumes about the low level of concern they must have about COVID, not to mention their lack of confidence in masks. And of course, their hypocrisy. **Please stop this now.***

*Respectfully,*

*Cheryl Concannon, Ketchum*

## STUDY: Areas with mask mandates seeing highest number of covid deaths

Friday, October 01, 2021

([Natural News](#)) In every place where wearing a mask is "required" by the government, the number of people dying with the Wuhan coronavirus (Covid-19) is [substantially higher](#) compared to places where people have returned back to living their normal, pre-covid lives.

In Oregon, for instance, where wearing a mask is something of a fetish, the number of "active cases" of the Chinese Virus is skyrocketing. Since August 24 when Gov. Kate Brown reinstated a statewide mask mandate, Wuhan Flu cases have soared by 73 percent.

"Cases and hospitalizations are at a record high," Brown admitted in a statement while also praising masks for being really progressive.

"Masks are a quick and simple tool we can immediately deploy to protect ourselves and our families, and



quickly help stop further spread of COVID-19,” she added without providing a shred of proof to back these claims.

The situation is similar in South Korea, another mask haven. Despite 99 percent mask compliance, Fauci Flu cases in the Asian country have seen record highs for the past three months straight.

Singapore is also seeing a spike in new cases thanks to its mask mandate. That country is on day 527 of a continuous mask mandate and 82 percent of its population is now “fully vaccinated,” and yet sicknesses and deaths are higher than they have ever been since the beginning of the *pandemic*.

“Pretty incredible feat of media gaslighting that no one is asking politicians and experts how they can continue justifying mandates,” tweeted a person who shared these and other statistics for the world to see.

## **Unmasked Orange County is doing better than masked Los Angeles County**

# Face masks make it harder to hear, affect social interaction

*Even without a national mask mandate, people in some states are required to wear face masks in public places and inside business establishments like bars and restaurants across the U.S. But this might be easier said than done for people with hearing loss.*

In fact, researchers from the [University of Manchester](#) in the U.K. warned that the use of masks to control the spread of the coronavirus can lead to [stress, anxiety and feelings of isolation](#), especially in people with hearing loss.

The researchers came to this conclusion after their survey showed that face masks made communication more challenging for both speakers and listeners. For starters, face masks muffle sound, making it difficult to hear.

Face masks also obscure non-verbal cues like facial expressions and make lip-reading impossible. These kinds of cues supplement speech understanding for people who are hard of hearing.

The researchers also found that face masks affect people’s willingness to interact with others. This may lead to higher levels of stress, heightened anxiety and embarrassment.

The [full findings of the study](#) recently appeared online in the *International Journal of Audiology*.

### **Harder hearing and communication**

To analyze the impact of face masks on hearing and communication, the researchers quizzed 480 people from the U.K. on how face masks affected how they communicate as a speaker and as a listener. Those with hearing loss were intentionally oversampled.

**Nearly half of the respondents (46 percent) said face masks affected communication, while a quarter said face masks may have affected communication.**

On the other hand, 62 percent of the respondents said they were wearing a mask at some point while trying to talk to someone. Of these respondents, 60 percent said they were forced to communicate differently than they would have otherwise done in a mask-free setting.

Respondents also reported that face masks **increased their anxiety and stress and made communication more [fatiguing](#) and embarrassing as a speaker and a listener**. These negative effects were also worse for people with [hearing loss](#).

Moreover, face masks affected how people connected with others, as well as their willingness to communicate. Given these findings, the researchers concluded that masks negatively affect communication for everyone, but especially for people with hearing loss. (Related: [Poor nutrition in early childhood linked to hearing loss](#).)

These findings also represent a call to action for experts to develop better face masks that are better suited for communication, noted lead author Gabrielle Saunders. That being said, respondents said they used their eyes, gestures and facial expressions to supplement their speech while wearing a face mask.

Saunders and her colleagues also hope that problems surrounding the use of face masks while communicating, such as embarrassment, frustration and [anxiety](#), will disappear as they become more common..

### **Other disadvantages**

Besides muffling sound and complicating communication, [face masks have other disadvantages](#), such as:

1. **Creates false sense of security** – Face masks can help prevent transmission to a certain degree. But frequent hand washing is still one of the best ways to prevent the spread of the coronavirus.
2. **May restrict breathing** – Face masks can make breathing difficult for some people, especially people with serious [respiratory diseases](#) that heavily affect their lung capacity.
3. **Irritates the skin** – The materials used to make face masks can rub on the skin, irritating it. This may lead to breakouts and rashes. In people with skin [allergies](#), face masks can even trigger flare-ups.
4. **Irritates the eyes** – Because of the structure of face masks, exhaled air tends to exit upwards towards the eyes. This can make the eyes feel dry and may also mildly affect vision. It also fogs up glasses.
5. **Can spread disease** – The coronavirus can remain active for several hours on the surface of different objects, including face masks. If not disposed of properly, a dirty face mask can become a health hazard.
6. **May hurt young children** – Face masks should not be used on children under two years. Children in this age range cannot reliably remove their face mask by themselves if it starts to cause breathing issues.

Learn more about the pros and cons of wearing a face mask at [Pandemic.news](#).

**Sources include:**

[DailyMail.co.uk](#)

[TAndFOOnline.com](#)

[Manchester.ac.uk](#)

[EatThis.com](#)

## **Lisa Enourato**

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**From:** Violet Harris <violetharris2017@yahoo.com>  
**Sent:** Saturday, February 05, 2022 8:02 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate; Violet Harris  
**Subject:** RE Masks

Do you guys NOT know that LOW OXYGEN encourages CANCER?? Do you guys NOT know that cancer cells can NOT grow where there is a GOOD OXYGEN supply??

Then, please check Nobel laureate Dr. Otto Warburg who found that out and received the Nobel Prize for his discovery (Also, COMMON SENSE ought to tell us that, too!!)

ADEQUATE OXYGEN PROMOTES HEALTH; LACK OF ADEQUATE OXYGEN--like the wearing of masks--ENCOURAGES DISEASE INCLUDING C-A-N-C-E-R !!!!!

Just this week, somebody my husband and I know--who tried to follow the mask-wearing rules--was told that the cancer he's had before has returned. We consider people like YOU to be responsible for these people having their cancer return!!! Please, WAKE UP TO THE HARM YOU ARE DOING TO YOUR COMMUNITY!!!!!! A little bit of common sense is greatly needed.

Violet and Charlie Fuller

**Lisa Enourato**

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**From:** Leah Merklingshaus <leahmerk@gmail.com>  
**Sent:** Sunday, February 06, 2022 8:09 AM  
**To:** Participate  
**Subject:** Mask Mandate

I urge you to PLEASE STOP the current mask mandate. Not only are they ineffective but they are a form of shaming our guests that visit our town.

Many of our tourists that visit have been scolded, shamed, and even had their pictures taken by local businesses.

It's time to STOP the insanity of this nonsense.

Let's get back to the friendly, welcoming ski town that we once were.

If businesses and guests want to wear masks or require masks that decision should be left up to them.

Thank you for making the best decision for our community by NO MORE MANDATES.

Thanks

Leah Merklingshaus

Moon Shine Boutique

Sent from my iPhone

## Lisa Enourato

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**From:** Drew Merklinghaus <merklinghaus@mac.com>  
**Sent:** Sunday, February 06, 2022 9:44 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** I'm Done, count me out...

Dear city of Ketchum,

Regarding your discussions, decisions & vote on mask wearing mandates this Monday (February 7) please note: - I'm a concerned citizen that will now hold you (government officials) to a very simple and easy standard which is:

Just do the right thing.

I will no longer submit to stupidity. Please do NOT consider my bluntness as impolite or inflammatory, its not. Its frustration bursting through... Instead you must honor and respect the more than 2 years of submission and compliance of this foolishness that works against my intelligence and better judgment.

It's time for you all to catch up to the facts that are readily available and can NO longer be ignored regarding mask wearing & mandates. We, (the citizens) have watched you push this nonsense knowing that this is an exercise in futility.

It's time to stop mask mandates... Or continue (which will reflect poorly on your leadership and your care for our community). Either way - you can count me out, I will no longer take part in this foolishness.

Drew Merklinghaus

## Lisa Enourato

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**From:** jenolbum@aol.com  
**Sent:** Sunday, February 06, 2022 10:39 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Your Mandate

Please end the mandates now:

- 1) None of the lockdown, masking, or other measures you have implemented have done anything to stop COVID, only to stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves. What has happened in the past two years is a perfect illustration of why government by experts is not only a bad idea but dangerous.
- 2) Even CDC has finally admitted what independent scientists, researchers, and doctors have been saying all along: cloth masks don't work. Please stop this policy.  
<https://www.nytimes.com/2022/01/14/health/cloth-masks-covid-cdc.html?referringSource=articleShare>
- 3) The most comprehensive reviews show masks don't work. Please stop this policy. <https://stevekirsch.substack.com/p/do-masks-work>
- 4) The masks you are forcing on our community are not just ineffective, they are dangerous. See this IMPORTANT article with data regarding proof that masks drastically elevate CO2 levels, that even low concentrations of CO2 cause a cascade of damage to the body including neurological damage, birth defects, and stillbirths in pregnant animals exposed, anxiety, fatigue, headaches, and trouble concentrating, inability to learn language and empathy, and impaired emotional development in children. Please stop this policy that is HARMING our community.  
<https://healthfreedomdefense.org/masks-arent-just-ineffective-theyre-dangerous/>
- 5) According to recent research, the average IQ of babies born after July 2020 was 78, a 22 percentage point plummet from the 10 year average ending January 2019. While there is no doubt that decreased stimulation likely played a role, the fact that masks increase CO2 levels and that increased CO2 levels cause neurological damage, birth defects, and stillbirths in pregnant animals should concern us all. Please stop this dangerous policy.  
<https://www.medrxiv.org/content/10.1101/2021.08.10.21261846v1.full.pdf>
- 6) South Central Health District's actions behind closed doors speak volumes. They acknowledge the harmful mental health impact of masks and therefore allow employees to make their own personal choice. This policy, in and of itself speaks volumes about the low level of concern they must have about COVID, not to mention their lack of confidence in masks. And of course, their hypocrisy. Please stop this now.
- 7) The myth of asymptomatic spread was disproven through a study of 10 million people which found zero cases of asymptomatic spread. Furthermore, the initial story of an asymptomatic Chinese national in Germany thought to prove asymptomatic spread was determined to be false. The person was, in fact symptomatic, but the authorities never corrected the record or public perception. <https://stevekirsch.substack.com/p/proof-of-asymptomatic-spread> Sick people should stay home and they most likely do, especially in this environment. But masking policies due to fear of asymptomatic spread are unscientific.  
And Fauci even cautioned that asymptomatic spread is not an issue. <https://www.youtube.com/watch?v=vrAvjU2LBkg>  
If there is no asymptomatic spread, there is nothing to fear. Given that the masks cause harm, they MUST BE STOPPED.
- 8) Lockdowns have effectively zero impact. <https://justthenews.com/politics-policy/coronavirus/bidens-pandemic-ratings-tank-study-finds-lockdowns-had-little-no-public> More evidence that politicians should not be interfering in the private lives of citizens.
- 9) CDC Director Walensky says the COVID jabs do not prevent transmission. Pfizer CEO Bourla says "Two doses of the vaccine offers very limited protection, if any." Bill Gates says they don't work either. I'm sharing this to demonstrate that the policies employed during this episode have not worked despite ALL the reassurances by public health figures that they would. 2 weeks to flatten the curve, we'll get back to normal if you get the injection, the only way out of this is the jab. How much more harm will you cause? Please stop the policy.

<https://www.msn.com/en-us/health/medical/cdc-director-covid-vaccines-cant-prevent-transmission-anymore/ar-AASDndg>  
<https://townhall.com/tipsheet/katiepavlich/2022/01/11/pfizer-ceo-our-vaccines-offer-little-protection-n2601670>  
[https://www.rebelnews.com/bill\\_gates\\_admits\\_covid\\_19\\_vaccines\\_dont\\_stop\\_viral\\_transmission](https://www.rebelnews.com/bill_gates_admits_covid_19_vaccines_dont_stop_viral_transmission)

10) The COVID jabs do not prevent transmission, infection, hospitalization, or death, in fact a study of 145 countries shows they make things WORSE! It is clear none of the policies you have implemented have helped. Please stop the mask policy.

[https://vector-news.github.io/editorials/CausalAnalysisReport\\_html.html](https://vector-news.github.io/editorials/CausalAnalysisReport_html.html)  
<https://alexberenson.substack.com/p/an-urgent-warning>  
<https://alexberenson.substack.com/p/has-covid-vaccine-efficacy-turned>  
<https://alexberenson.substack.com/p/covid-infections-and-deaths-soar>  
<https://alexberenson.substack.com/p/we-vaccinated-4-billion-people-and/comments>  
<https://alexberenson.substack.com/p/israel-is-overrun-with-covid-the/comments>

11) Natural immunity is superior and long lasting. We don't need ANY community measures. At risk individuals are best positioned and equipped to educate themselves and to make appropriate decisions for themselves. Please stop this policy.

<https://alexberenson.substack.com/p/natural-immunity-for-the-win-yet>  
<https://palexander.substack.com/p/brownstone-150-research-studies-affirm>  
<https://dailycaller.com/2022/01/19/cdc-natural-immunity-outperforms-vaccination-covid-19-coronavirus/>

Thank you!!

Jennifer Olbum, DO FAOCO



## Lisa Enourato

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**From:** Lisa Bjerke <lb5b@outlook.com>  
**Sent:** Sunday, February 06, 2022 1:31 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Ketchum City Council: VOTE TO END MASK MANDATE

To the members of the Ketchum City Council:

Regarding your upcoming vote regarding the current mask mandate, please DISCONTINUE THE MASK MANDATE. It is divisive, unhealthy, and most of all INEFFECTIVE. Numerous recent articles have emphasized studies that demonstrate these facts. Here is one: <https://stevekirsch.substack.com/p/do-masks-work>

We who live, work, play and worship in Ketchum ask you, please, let us have our freedom back. Since masking is demonstrably ineffective, why not let us CHOOSE? Those who for their own reasons WANT to wear a mask -- let them. Those who do not -- don't make them.

We are responsible, thinking human beings able to make sound decisions for ourselves and our children. Please affirm that.

Thank you,  
Lisa Bjerke

**Lisa Enourato**

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**From:** Buck Westfall <buck.westfall@gmail.com>  
**Sent:** Sunday, February 06, 2022 1:59 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** End the mask mandate

End the Mask Mandate.

Since you all seem to lack the intellectual curiosity to seek out, or the reading comprehension to understand, the 40+ scientific studies which demonstrate that masks offer no protection and do nothing to limit the spread, and the 30+ studies which demonstrate harm from wearing a face diaper, I'll use simple math for you. Whatever it is that causes the "flu" is about 1 micron in size. The best reasonably available PPE is the N95 which filters down to 3 microns in size which is a considerably finer screen than any other mask being commonly used. Another way of saying it is you are trying to stop mosquitos with a cyclone fence.

Masks are obviously not working (see the histrionic headlines from the Mountain Express). One definition of insanity is doing the same thing and expecting different results. So stop digging yourselves deeper into this stupid hole.

Thank you for your consideration.

Warm Regards

Buck Westfall

**Lisa Enourato**

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**From:** Barbara Kuhn <bbk.kuhn@icloud.com>  
**Sent:** Sunday, February 06, 2022 3:06 PM  
**Cc:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Mask Mandates

Dear Ketchum City Council Members,

Please end the mask mandate in Ketchum! Masks don't work! Even the CDC has finally admitted what independent doctors, scientists and researchers have been saying since the beginning.

Masks are physically, emotionally and psychologically damaging. By mandating masks you are forcing individuals to wear a medical device that isn't good for anyone (elevated CO2 levels and more) and can be seriously damaging to those with certain heart and lung conditions. One size doesn't fit all and each individual should have the freedom to choose what is right for him/her.

None of the measures you have implemented - masks, lockdown, social distancing - have done anything to stop Covid. All these measures have done is stress our community, divide us, isolate us, damage our businesses and relationships and cause other hardships to our children and ourselves.

As city council members you have a responsibility to the community and you should be informed about the truth versus the narrative of Covid. Do your research! Masks don't work! Please give our community the freedom to choose!

Sincerely,  
Barbara Kuhn  
Hailey

**Lisa Enourato**

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**From:** Susan Prince <sprince202@aol.com>  
**Sent:** Sunday, February 06, 2022 3:31 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate; prkuross@gmail.com  
**Subject:** Re: Pls email Ketchum C Council Immediately!!

Dear City Council members:

My understanding is that you are preparing to vote to extend the mask mandate on Monday , February 7th, 2022. As members of this community, we would like to register our opinion supported by science, that masks are ineffective at preventing the spread of COVID-19.

What the masks are successful in doing, is continue to politicize what should be a personal choice based on scientific evidence and common sense. The mandate is costly to our economy in general and our local business specifically.

Thanks you for your service to our community and your thoughtful evaluation of the mandate. Please vote to abolish it.

Warm regards, Susan

Susan Prince  
Creative Landscape Solutions  
ISA Certified Arborist # 1481  
TRAQ Certified Arborist #481  
Landscape Designer

**Lisa Enourato**

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**From:** Renee Kuross <prkuross@gmail.com>  
**Sent:** Sunday, February 06, 2022 4:18 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** please no mask mandate

Dear City Council members:

My understanding is that you are preparing to vote to extend the mask mandate on Monday , February 7th, 2022. As members of this community, we would like to register our opinion supported by science, that masks are ineffective at preventing the spread of COVID-19.

<https://www.nytimes.com/2022/01/14/health/cloth-masks-covid-cdc.html?referringSource=articleShare>

What the masks are successful in doing, is continue to politicize what should be a personal choice based on scientific evidence and common sense. The mandate is costly to our economy in general and our local business specifically.

<https://www.msn.com/en-us/health/medical/cdc-director-covid-vaccines-cant-prevent-transmission-anymore/ar-AASDndg>

Thanks you for your service to our community and your thoughtful evaluation of the mandate. Please vote to abolish it.

Sincerely,

Paul & Renée Kuross  
208-309-1272

**Lisa Enourato**

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**From:** sara dawson <sr dawson28@gmail.com>  
**Sent:** Sunday, February 06, 2022 5:17 PM  
**To:** Participate; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Neil Bradshaw  
**Subject:** Re: Ketchum City Council: VOTE TO END MASK MANDATE

To the members of the Ketchum City Council,

You have an upcoming vote regarding the current mask mandate. I am writing to beg you to vote to discontinue the mask mandate. Masks are decisive, cause harm to our children, and, most importantly, they are ineffective. Numerous articles state this as fact. Too many to list here, in fact but, here is one:

<https://stevekirsch.substack.com/p/do-masks-work>

Please allow those of us who do not want to wear a mask to make that decision for ourselves. Give us back our freedom!

Let those who want to wear them continue to do so.

Thank you.

Sent from my iPad

**Lisa Enourato**

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**From:** Maryann Andonian <pmandonian@outlook.com>  
**Sent:** Sunday, February 06, 2022 5:53 PM  
**To:** Amanda Breen; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Mask mandate

Dear Council Members,

As a dental hygienist (retired) I can tell you what masks do and what they don't do. I think you already know. Do you know that the mental health of children is negatively impacted and IQ scores are dropping?!

I'm very upset knowing grand children are taking masks off at recess, throwing them in a bucket only to grab a mask at the end of recess to wear the remainder of the school day. Vote to end the mask mandate.

Thank you sincerely,  
Maryann Andonian  
210 Shaun Lane

Sent from my iPad

## Lisa Enourato

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**From:** Mary Murray <marymurrayjr@hotmail.com>  
**Sent:** Sunday, February 06, 2022 5:55 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Fw: Could it be time to start showing our smiles?!

PLEASE take the time to read the latest from the Freedom Health Defense on Covid rules and truths. Don't be afraid of the truth, and before you delete this thinking it is misinformation, you owe it to your constituents to learn and practice truth and not politics! Please read before you vote!

Thank you  
Mary Murray

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### TALKING POINTS:

- 1) None of the lockdown, masking, or other measures you have implemented have done anything to stop COVID, only to stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves. What has happened in the past two years is a perfect illustration of why government by experts is not only a bad idea but dangerous.
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- 5) According to recent research, the average IQ of babies born after July 2020 was 78, a 22 percentage point plummet from the 10 year average ending January 2019. While there is no doubt that decreased stimulation likely played a role, the fact that masks increase CO2 levels and that increased CO2 levels cause neurological damage, birth defects, and stillbirths in pregnant animals should concern us all. Please stop this dangerous policy.  
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If there is no asymptomatic spread, there is nothing to fear. Given that the masks cause harm, they MUST BE STOPPED.



8) Lockdowns have effectively zero impact. <https://justthenews.com/politics-policy/coronavirus/bidens-pandemic-ratings-tank-study-finds-lockdowns-had-little-no-public> More evidence that politicians should not be interfering in the private lives of citizens.

9) CDC Director Walensky says the COVID jabs do not prevent transmission. Pfizer CEO Bourla says "Two doses of the vaccine offers very limited protection, if any." Bill Gates says they don't work either. I'm sharing this to demonstrate that the policies employed during this episode have not worked despite ALL the reassurances by public health figures that they would. 2 weeks to flatten the curve, we'll get back to normal if you get the injection, the only way out of this is the jab. How much more harm will you cause? Please stop the policy.

<https://www.msn.com/en-us/health/medical/cdc-director-covid-vaccines-cant-prevent-transmission-anymore/ar-AASDndg>

<https://townhall.com/tipsheet/katiepavlich/2022/01/11/pfizer-ceo-our-vaccines-offer-little-protection-n2601670>

[https://www.rebelnews.com/bill\\_gates\\_admits\\_covid\\_19\\_vaccines\\_dont\\_stop\\_viral\\_transmission](https://www.rebelnews.com/bill_gates_admits_covid_19_vaccines_dont_stop_viral_transmission)

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<https://alexberenson.substack.com/p/an-urgent-warning>

<https://alexberenson.substack.com/p/has-covid-vaccine-efficacy-turned>

<https://alexberenson.substack.com/p/covid-infections-and-deaths-soar>

<https://alexberenson.substack.com/p/we-vaccinated-4-billion-people-and/comments>

<https://alexberenson.substack.com/p/israel-is-overrun-with-covid-the/comments>

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<https://alexberenson.substack.com/p/natural-immunity-for-the-win-yet>

<https://palexander.substack.com/p/brownstone-150-research-studies-affirm>

<https://dailycaller.com/2022/01/19/cdc-natural-immunity-outperforms-vaccination-covid-19-coronavirus/>

Thank you!!

**Lisa Enourato**

---

**From:** wtcaton@gmail.com  
**Sent:** Sunday, February 06, 2022 6:05 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Please vote against continued mask mandates

Dear Mayor Bradshaw and City Council members,

I am writing this email to request you end the mask mandates immediately.

Valid data prove masks do not prevent the spread of COVID. If you chose to ignore the numerous valid studies all you really have to do is look at the differences in infection rates between countries and states with strict mask mandates and the infection rates of countries and states without mask mandates. Statistically there is no difference.

However mask mandates do cause unnecessary friction between citizens. It is very simple to let people who want to wear masks wear their masks and let the rest of us live free of intrusive regulations. If you are worried and don't have immunity, wear a mask.

Please cancel ineffective mask mandates. In future elections I will not vote for anyone who supports mask mandates.

Thank you,

William T. Caton  
Ketchum, ID

## Lisa Enourato

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**From:** MaryBeth Mitchell <mitchandmb@gmail.com>  
**Sent:** Sunday, February 06, 2022 6:06 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Upcoming mask vote

To all of our representatives:

I am writing to throw my two cents in the arena regarding masks. I have been a nurse 46 years and in this valley a clinic and hospice nurse 15 years. Yes, I wore a mask many times when caring for patients but they were fitted to me specifically, tested by a supervisor, and traded out regularly. While I view masks this way as effective, I have seen the uselessness of how people wear masks in our area. They are worn wrong, out of material that makes no difference (except for well fitting N95 or KN95), and maybe help with the occasional sneeze by lessening the volume of droplets in the air. Also, the current regulation at establishments (ie:restaurants) is not even common sense. Walk in with a mask, get seated, then remove your mask and let's all share air!

Many of my medical and nursing journal articles are of mixed reviews regarding mask use.

At this point in time I have the view that maybe we learn to live with a new normal. Maybe we accept that people get Covid like the flu and. I am not trying to diminish the loads our healthcare workers are enduring since I personally have helped patients and families say goodbye during Covid and with Covid. It has been a LOT. Yet, I have also seen community and families torn apart over masks and vaccines. I have witnessed shop owners being yelled at due to either trying to keep the mask policy or not wearing masks in their shop and being yelled at by people who think they are outliers.

I feel for your team and your decisions at this time. I am just ready for a trial of less masking and appreciate you all looking at input from the community.

Respectfully,

MB Mitchell—Ketchum

## Lisa Enourato

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**From:** Lisa Leach <leach-lisa@outlook.com>  
**Sent:** Sunday, February 06, 2022 6:47 PM  
**To:** Participate  
**Subject:** Mask Mandates

To Mayor Bradshaw and all of the City Council Members,  
I do not need to send the list of information regarding the illegitimate reasons to stop this nonsense of requiring masks-  
let's look at 3 suicides in our county in one week!  
Mental health needs to be the most important consideration when you vote!  
Thank you,  
Lisa Leach

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## Lisa Enourato

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**From:** Juanita Young <belespritskin@gmail.com>  
**Sent:** Sunday, February 06, 2022 6:58 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** the truth about mask

Attachment available until Mar 8, 2022

Here are some quick video's by Fauci, that expose Fauci's views on mask [https://www.youtube.com/watch?v=PRa6t\\_e7dgl&t=29s](https://www.youtube.com/watch?v=PRa6t_e7dgl&t=29s) and here is another one

[Click to Download](#)

2021-09-02 17-35-18\_Trim (2).mp4  
22.9 MB

But what is really sad is the harm it is doing to children, IQ's have just been measured and they have gone down 23 points, communication skills are on a huge down cycle. If any of you have children in the public school system I would be confronting the school board.

I am sure you are aware that the CDC has reversed their position on masks, stating tha maskt are not protecting you. The CDC also stated that the so called vaccine does not protect you from getting COVID (flu). I think that the is the definition of a vaccine ..protection.

Importantly, SV Mayor Hendricks reported from his weekly mayor's meeting that the **South Central Health District has not been requiring their own employees to mask, but allowing employees the option to choose for themselves due to concerns about the mental health issues relating to a long standing mandate.** So not only does SCHD believe that masks impact mental health, but it also must believe that COVID isn't dangerous and that masks don't work. Apparently since sharing that information at the mayor's meeting, SCHD has reinstated a mask mandate for employees! Go figure.

I just want to say I am not against a person wearing mask or getting this vaccine, but it must be each person decision to take care of their health and body. It is not the city councils place to decide what is healthy for each person...that is unconstitutional. I would say you are practicing communism .

Please do not respond with a form letter. Don't respond if you do not understand science after all none of you are virologist, immunologist.

## Lisa Enourato

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**From:** Terry O'Connor, MD <toconnor@co.blaine.id.us>  
**Sent:** Sunday, February 06, 2022 7:17 PM  
**To:** Participate  
**Subject:** Mask policy

Respected City Leaders

As much as I would love a reprieve from mask wearing, **I would not endorse any changes in the mask ordinance at this time.**

Although we are seeing a reassuring turn from an apparent peak of infections it is important to note this is still the highest prevalence of infection we have seen in our community in the last two years. Over the last few weeks I estimate roughly 30% of my ER visits are Covid related or post covid complications. Although the rate of admission is low (in the vaccinated and boosted patients), that continues to be a remarkable impact on flow of patients during an otherwise busy winter season. According to a conversation with Randy Hall today, system wide, 25% of our patient encounters are also covid related.

The [South Central Public Health District's risk assessment](#) exists as a guide the general community of risk of exposure and the impact on the hospital system. As of the last assessment we've been at critical. That has been validated by the high incidence of breakthrough infections that have been a nuisance in community, but more importantly have led to hospital bed scarcity and challenges with safely staffing our hospital.

I expect the pattern to improve, but endorsement to move away from effective mitigation at this premature time would disappoint an already overworked health care sector at an especially emotional and sensitive time.

Thank you for your patience and your consideration.

Terry O'Connor MD FACEP DIMM FAWM

Blaine County/ Sawtooth Regional EMS Director  
Emergency Physician, St Lukes Wood River Hospital  
Clinical Faculty Wilderness and Environmental Medicine, University of Colorado School of Medicine  
Clinical Instructor of Emergency Medicine, University of Washington

Ketchum, Idaho USA  
208-720-0031 c | 208-481-4670 o | [toconnor@co.blaine.id.us](mailto:toconnor@co.blaine.id.us)

**Lisa Enourato**

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**From:** Beth Chiodo <bajabethy@gmail.com>  
**Sent:** Sunday, February 06, 2022 7:18 PM  
**To:** Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Amanda Breen; Participate  
**Subject:** mask mandate

Dear Ketchum Mayor and City Council,

I'm writing to inform you of my opposition to mask mandates - they simple don't work!  
We've had them for almost 2 years and countless studies show they are ineffective and harmful.

March 8, 2020: Fauci says masks are effectively useless, but if it makes you feel better, you can wear them. **He said they might block a droplet.** [https://www.youtube.com/watch?v=PRa6t\\_e7dgI&t=29s](https://www.youtube.com/watch?v=PRa6t_e7dgI&t=29s)

Even CDC has finally admitted what independent scientists, researchers, and doctors have been saying all along: cloth masks don't work. Please stop this policy.

<https://www.nytimes.com/2022/01/14/health/cloth-masks-covid-cdc.html?referringSource=articleShare>

<https://justthenews.com/politics-policy/coronavirus/bidens-pandemic-ratings-tank-study-finds-lockdowns-had-little-no-public>

Kind Regards  
Beth Chiodo

## Lisa Enourato

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**From:** S. Holcomb <sendstef@gmail.com>  
**Sent:** Sunday, February 06, 2022 9:38 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** It's time to see our smiles again!

To the Ketchum City Council:

I respectfully urge you to end the mask mandate. Even the CDC has finally acknowledged that cloth masks are ineffective in stopping the spread Covid.

They provide no benefit and in fact are harming us both physically and psychologically. As we have seen with recent Omicron cases in our valley, we are no longer dealing with the seriousness of Covid in its original form. It is time that we once again breath fresh air and see smiles on the faces of our resident.

Sincerely,  
Stefanie Holcomb  
714.904.2222  
[sendstef@gmail.com](mailto:sendstef@gmail.com)



## Lisa Enourato

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**From:** jill williams <jillmw09@gmail.com>  
**Sent:** Sunday, February 06, 2022 9:52 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Mask Mandates

Hello,

I am a new resident who moved here a few months ago from California. I left the state primarily due to the restrictive, overreaching actions by the state. I am beyond dismayed to see that Idaho seeks to control its citizens in many of the same, unproven ways. Please drop all mask mandates and vaccine passports so that we can live here freely, as the founders of the constitution intended.

Here are some additional reasons to consider:

- 1) None of the lockdown, masking, or other measures you have implemented have done anything to stop COVID, only to stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves. What has happened in the past two years is a perfect illustration of why government by experts is not only a bad idea but dangerous.
- 2) Even CDC has finally admitted what independent scientists, researchers, and doctors have been saying all along: cloth masks don't work. Please stop this policy.  
<https://www.nytimes.com/2022/01/14/health/cloth-masks-covid-cdc.html?referringSource=articleShare>
- 3) The most comprehensive reviews show masks don't work. Please stop this policy. <https://stevekirsch.substack.com/p/do-masks-work>
- 4) The masks you are forcing on our community are not just ineffective, they are dangerous. See this IMPORTANT article with data regarding proof that masks drastically elevate CO2 levels, that even low concentrations of CO2 cause a cascade of damage to the body including neurological damage, birth defects, and stillbirths in pregnant animals exposed, anxiety, fatigue, headaches, and trouble concentrating, inability to learn language and empathy, and impaired emotional development in children. Please stop this policy that is HARMING our community.  
<https://healthfreedomdefense.org/masks-arent-just-ineffective-theyre-dangerous/>
- 5) According to recent research, the average IQ of babies born after July 2020 was 78, a 22 percentage point plummet from the 10 year average ending January 2019. While there is no doubt that decreased stimulation likely played a role, the fact that masks increase CO2 levels and that increased CO2 levels cause neurological damage, birth defects, and stillbirths in pregnant animals should concern us all. Please stop this dangerous policy.  
<https://www.medrxiv.org/content/10.1101/2021.08.10.21261846v1.full.pdf>
- 6) South Central Health District's actions behind closed doors speak volumes. They acknowledge the harmful mental health impact of masks and therefore allow employees to make their own personal choice. This policy, in and of itself speaks volumes about the low level of concern they must have about COVID, not to mention their lack of confidence in masks. And of course, their hypocrisy. Please stop this now.
- 7) The myth of asymptomatic spread was disproven through a study of 10 million people which found zero cases of asymptomatic spread. Furthermore, the initial story of an asymptomatic Chinese national in Germany thought to prove asymptomatic spread was determined to be false. The person was, in fact symptomatic, but the authorities never corrected the record or public perception. <https://stevekirsch.substack.com/p/proof-of-asymptomatic-spread> Sick people should stay home and they most likely do, especially in this environment. But masking policies due to fear of asymptomatic spread are unscientific. And Fauci even cautioned that asymptomatic spread is not an issue. <https://www.youtube.com/watch?v=vrAvjU2LBkg> If there is no asymptomatic spread, there is nothing to fear. Given that the masks cause harm, they MUST BE STOPPED.
- 8) Lockdowns have effectively zero impact. <https://justthenews.com/politics-policy/coronavirus/bidens-pandemic-ratings-tank-study-finds-lockdowns-had-little-no-public> More evidence that politicians should not be interfering in the private lives of citizens.

9) CDC Director Walensky says the COVID jabs do not prevent transmission. Pfizer CEO Bourla says "Two doses of the vaccine offers very limited protection, if any." Bill Gates says they don't work either. I'm sharing this to demonstrate that the policies employed during this episode have not worked despite ALL the reassurances by public health figures that they would. 2 weeks to flatten the curve, we'll get back to normal if you get the injection, the only way out of this is the jab. How much more harm will you cause? Please stop the policy.

<https://www.msn.com/en-us/health/medical/cdc-director-covid-vaccines-cant-prevent-transmission-anymore/ar-AASDndg>  
<https://townhall.com/tipsheet/katiepavlich/2022/01/11/pfizer-ceo-our-vaccines-offer-little-protection-n2601670>  
[https://www.rebelnews.com/bill\\_gates\\_admits\\_covid\\_19\\_vaccines\\_dont\\_stop\\_viral\\_transmission](https://www.rebelnews.com/bill_gates_admits_covid_19_vaccines_dont_stop_viral_transmission)

10) The COVID jabs do not prevent transmission, infection, hospitalization, or death, in fact a study of 145 countries shows they make things WORSE! It is clear none of the policies you have implemented have helped. Please stop the mask policy.

[https://vector-news.github.io/editorials/CausalAnalysisReport\\_html.html](https://vector-news.github.io/editorials/CausalAnalysisReport_html.html)  
<https://alexberenson.substack.com/p/an-urgent-warning>  
<https://alexberenson.substack.com/p/has-covid-vaccine-efficacy-turned>  
<https://alexberenson.substack.com/p/covid-infections-and-deaths-soar>  
<https://alexberenson.substack.com/p/we-vaccinated-4-billion-people-and/comments>  
<https://alexberenson.substack.com/p/israel-is-overrun-with-covid-the/comments>

11) Natural immunity is superior and long lasting. We don't need ANY community measures. At risk individuals are best positioned and equipped to educate themselves and to make appropriate decisions for themselves. Please stop this policy.

<https://alexberenson.substack.com/p/natural-immunity-for-the-win-yet>  
<https://palexander.substack.com/p/brownstone-150-research-studies-affirm>  
<https://dailycaller.com/2022/01/19/cdc-natural-immunity-outperforms-vaccination-covid-19-coronavirus/>

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*Thank you,  
Jill Williams*

**Lisa Enourato**

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**From:** Phillip Rainey <philrrainey@icloud.com>  
**Sent:** Sunday, February 06, 2022 10:11 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Dear City council:

## Dear City council:

My name is Phil Rainey.

I am a long time valley resident. Some of you know me some of you don't. For those that do, you know how passionate and involved I am in our community. I have served as an EMT and firefighter for both Ketchum and Hailey for about 27 years. I am a business owner and health care provider.

I have been looking at Scientific data and research since this pandemic began. Prior to 2019 every shred of Scientific evidence demonstrates that cloth mask are ineffective for protection against viruses. This, along with the fact that we have seen an increase in mental health issues in the valley since the implementation of mask mandates. To punctuate this; we have just lost a long time firefighter-paramedic, husband and father to suicide. Followed by, his neighbor and close friend a couple of days later.

There is no evidence that masks have slowed the spread of Covid in any manner, in any setting, including the hospital. It's reasonable to believe our efforts should move in a different direction with the mask mandates. Especially in light of our current mental health concerns.

I beg you, Please, before we lose anyone else to their own hand.

END THIS MANDATE.

How many more do we have to lose? I personally have had to clean up after too many of these. We must end this suicide epidemic now!

Respectfully,  
Phil Rainey

Sent from my iPad

**From:** Rebecca Binns <rebecca.copeman@gmail.com>  
**Sent:** Sunday, February 06, 2022 11:32 PM  
**To:** Amanda Breen; Courtney Hamilton; Jim Slanetz; Michael David; Neil Bradshaw; Participate  
**Subject:** Mask Policy

City of Ketchum,

Mask policies are unscientific and harmful to our community. It's time to do what a growing list of US counties, states and other countries around the world have done, and announce, we are going back to something more like normal.

It's time to recognize what we are doing to children is unnecessary, and horrible.

Making kids who have a covid survival rate of 99.98% mask up is child abuse. Young developing brains being deprived oxygen and elevating their Co2 to dangerous levels can have a lasting impact on their social and emotional development. What's being stolen with this mask policy is their education, their sanity and their social skills. I would know, I have a 5 year old son with autism who goes to school in the district, he's developed anxiety, and his social and emotional skills are regressing to the point my husband and I are considering pulling him out and home schooling.

My son only started speaking a couple years ago, and preventing this child from seeing his classmates faces, their

expressions, or his teachers mouth when she's instructing how to read is an absolute disgrace. The simple solution, is freedom. Freedom for parents to choose what's right for their children, freedom for Americans to choose whether or not they want to wear a personal protection device strapped to their faces.

It's become awkward theatre, watching people walk in to busy restaurants masked up then sit down and take them off. It's beyond ridiculous and makes no sense. It's humiliating to watch and keeps me and my children out of downtown Ketchum. I don't shop in town, I don't spend my money at the local shops, I don't go to the restaurants, instead I drive down to a much larger city, pack my cooler and do my shopping where I know I can walk around free.

The almighty CDC has finally admitted what independent scientists, researchers, and doctors have been trying to tell everyone all along: cloth masks don't work. Not only are face masks ineffective they are dangerous. Masks drastically elevate CO2 levels, and even low concentrations of CO2 cause a cascade of damage to the body including neurological damage, anxiety, fatigue, headaches, trouble concentrating, inability to learn language and empathy, and impaired emotional development in children.

I insist, do what is appropriate and stop this policy that is  
HARMING our children and our community.

Sincerely,

Rebecca Binns

**From:** James Hungelmann <jim.hungelmann@gmail.com>  
**Sent:** Sunday, February 06, 2022 11:37 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Cc:** Matthew A. Johnson  
**Subject:** Ketchum City Council Meeting Feb 7, 2022 - CALL TO UNMASK KETCHUM / public comment)

*For the record*

Ketchum City Council Meeting/ February 7, 2022

*Public Comment*

Agenda Item 14 – Masking and Social Distancing/ Ketchum PH Emergency Order 21-02:

Dear Mayor and Councilors:

Please consider the following legal points as grounds to rescind Ketchum Public Health Emergency Order 21-02, effective immediately.

I

Masking and distancing are extreme, unprecedented and dangerous government deprivations of inalienable constitutional rights to breathe, speak and assemble freely which have never been supported by any required Due Process evidentiary showing, such that the orders are null and void as a matter of law and serve only to oppress society's most vulnerable unable to understand, object and defend, i.e., children, disabled, workers, and minorities. This is exceptionally counter to Ketchum's culture and ethics.

II

Significant scientific and medical authority insists that Masking does nothing to stop "viral spread" and in fact is exceptionally tortuous and demeaning and imminently dangerous to health and life by impairing oxygen intake and CO2 poisoning every breath.

III

Each of the stated justifications for the Order appearing as WHEREAS clauses in the Order's initial recitals is, as a matter of law, either factually erroneous or legally deficient to support City Council authority to order masking (Section I) and social distancing (Section II):

WHEREAS 1 – '*covid 19 is a disease that spreads by contagion*': This has never been established in any court of law and is significantly disputed professionally. It is therefore insufficient as a matter of law to confer any authority to order masking.

WHEREAS 2 - '*In January 2020 the WHO declared covid outbreak an international emergency*': Irrelevant – The WHO has no jurisdictional authority in Idaho and loses credibility with every passing day.

WHEREAS 3 – *‘The Governor declared a disaster emergency on March 13, 2020’*: His emergency powers last no longer than 60 days in accordance with the unambiguous empowerment language of Idaho Code Section 46-1008(2). His emergency power ended as a matter of law no later than May 12, 2020 and therefore provides no authority for this Council’s Masking and Distancing Orders. See *Call for Idaho Courts to Rescind Masking Orders* dated February 3, 2022, previously supplied to this council and mayor.)

WHEREAS 4 – *‘The Mayor and Council declared a disaster emergency in March 2020’*: Without Due Process, such declarations are irrelevant and legally insufficient to confer any authority to order masking.

WHEREAS 5 – *‘There is statutory authority for Council and Mayor to “provide for public health” and to “enforce health ordinances and quarantines”*’: These are general empowerment statutes which confer no power to order severe restrictions on civil liberties like Masking unless supported by Due Process, here completely lacking. General statutory authority to protect the public never gives any right to disregard the constitution.

WHEREAS 6 – *covid infection rates and hospitalizations are increasing*: This is hearsay that is hotly contested and that lacks any credibility. No source of the information is identified, and there is serious professional dispute to all covid records and statistics as wildly erroneous. Lacking any Due Process, this point must be disregarded.

WHEREAS 7 – *The CDC recommends masking and distancing*: The CDC has no jurisdictional authority in Idaho and consequently its recommendations carry no weight. They are especially suspect considering the many “changes” in the covid narrative from the CDC since March 2020 as well as the immense public opposition to the CDC. Lacking Due Process, CDC Recommendations must not be considered factually accurate and must be disregarded, as a matter of law.

WHEREAS 8 – *There is an urgent need to protect the public by masks and distancing* – This is a self-serving conclusory statement without any stated evidentiary foundation. Consequently, it provides no legal basis for this Order.

WHEREAS 9 – *BCSD has ordered universal masking in schools*: Orders of another governmental agency by themselves provide no legal justification without examination of evidentiary support for them, not provided here. As is well known by Mayor and Council, these BCSD orders on masking are hotly disputed by parents and the public at large throughout Ketchum and Blaine County, as wildly illegal and unconstitutional and wreaking severe child abuse, impairing and poisoning breathing and ruining mental and physical health and human spirit of those whom society is most duty-bound to protect.

WHEREAS 10 - *Local and state health care facilities are not capable of handling significant increase in covid cases*: This also is hotly disputed by public and professionals alike and, lacking in Due Process, must be disregarded, as based on self-serving information not independently corroborated that is supplied exclusively from the hospitals whose vested interests in covid payments from government has never been publicly revealed.

WHEREAS 11 – *If health care facilities are near capacity, it COULD result in reduced health care availability for the public to handle illness*: This is sheer speculation that is legally insufficient. Many



things COULD happen. Due process requires a standard of “reasonable certainty” of serious threat before imposition of any deprivations of life or liberty as grave as masking.

WHEREAS 12 – *The labor shortage in the city of Ketchum COULD get worse if covid worsens*: Same objection, sheer unfounded and irrelevant speculation that legally must be disregarded.

#### IV

The Order’s allowed Exemptions are available to virtually everyone, so the “law” is a pointless waste –

- a. *Children under 5* – There is no legitimate basis to distinguish between children of different ages. This age distinction is wildly arbitrary and capricious and therefore failing in Due Process.
- b. *Persons who cannot medically tolerate a mask* – Because as a matter of fact, masking impairs and poisons every breath, all persons qualify for this exemption, as a matter of law.
- g. *Persons engaged in indoor exercise* – It is common knowledge that deep unobstructed breathing typical of any form of exercise is curative, so that whether when exercising or not, never should breathing be impaired. Again, everyone qualifies for this exemption: Every time a person is inside, he necessarily engages in the exercise of breathing itself perhaps coupled with stretching, forms of exercise that are fully within a fair read of this exemption language.

#### V

The \$100 “infraction” penalty is meaningless, and the suggestion of its “enforcement” is an insulting distraction to law enforcement dedicated to attending to bona fide threats to public health and safety.

Lastly, the Mayor and Council should recognize that the entire covid narrative is unwinding locally and globally, on every front. At this point, even a “Recommendation” in place of a mandate would be completely inappropriate and unacceptable and would only serve to continue to encourage, under wrongful color of law, illegal private business mandates like universal masking and vaccination of employees and customers without any accommodation for medical and religious objections.

When the mask charade ends, public health and happiness will improve immensely. The Ketchum public does not need, want or warrant the continuation of such extreme governmental violation of rights. It has been two years of unimaginable nightmare; no more, please.

Breathe Free, Idaho, forever.

Thank you.

Jim Hungelmann



## Lisa Enourato

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**From:** Chris Perkins-Lurie <chris@3efitness.com>  
**Sent:** Monday, February 07, 2022 7:18 AM  
**To:** Participate  
**Subject:** Extension of mask mandate

To all members of the council; thank you for your time and service, serving our community!

Addressing the upcoming vote to drop the mask mandate, please, please do not make this decision without accepting all data pointing to the inefficacy of the measures taken thus far. The masks have been in question from the beginning and now it has proven itself to be true! We can no longer turn a blind eye to this!

If the consideration to extend is due to case numbers being high, one surely must realize the glaring fact THEY DO NOT WORK! It's been two years!

We must use common sense. From lockdowns, social distancing and masks, these drastic measures have served a harsh blow to the human psyche. The OTHER SIDE of Covid no one is willing to look at or consider, all for what? It hasn't worked! It is over! It is time to let people be responsible for their own health!

If our government and leaders would have put as much focus, time, energy and money into campaigns that focused on health; building strong bodies and immune systems it would have brought us together as a community vs dividing us and the outcome may have been different! It's not too late! We can still do this! I've been in the fitness industry for forty years! I'd be willing to help and I know many others who'd join in on the cause! It has been proven this is a pandemic of the obese and unhealthy which unfortunately constitutes the majority of the American population! No more bribes for Krispie Cremes! Let's bribe to be healthy!

Thank you for your time and consideration.

Chris Perkins Lurie

<https://www.msn.com/en-us/health/wellness/experts-warn-that-cloth-masks-don-t-work-again-recommend-tests/ar-AAS3Wmn>

Sent from my iPhone

Sent from my iPhone

**Lisa Enourato**

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**From:** Bailey Brooks <mbbrooks24@gmail.com>  
**Sent:** Monday, February 07, 2022 7:33 AM  
**To:** Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Neil Bradshaw; Participate  
**Subject:** Ketchum City Council: VOTE TO END MASK MANDATE

Dear City Council,

I am a mother of two children who have been masked far too long. Please end this unnecessary mandate. By following science you will see that masks do not help stop or slow down Covid. Masks cause more damage than they do good. Especially for small children like mine who are trying to learn how to read or build their vocabulary. That is hard to do when they can not see their teacher's facial expressions or mouths. I am tired of complying to this political policy. Stand up for the rights of the people and let them choose to wear or not wear a mask. Please end this mandate.

Thank you!  
Bailey Brooks

**Lisa Enourato**

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**From:** Phoebe Pilaro <pipilaro@me.com>  
**Sent:** Monday, February 07, 2022 7:35 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Please end the mask mandate in Ketchum!

Dear kind people,

Now that almost everyone is vaccinated, and covid is reduced to a common cold, can we please move to a more common sense approach: if you are sick, stay home. If not, go about your business.

At the very least, let's end masks in schools. There is so much more harm done by wearing masks than good.

Phoebe Pilaro

Sent from my iPhone

## Lisa Enourato

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**From:** Heather Frazee <snickemns85@icloud.com>  
**Sent:** Monday, February 07, 2022 7:57 AM  
**To:** Participate  
**Subject:** Please STOP the mask mandate

It's time to stop this. Here is lots of information to read about how the mask don't work and the harm they actually cause.

1) None of the lockdown, masking, or other measures you have implemented have done anything to stop COVID, only to stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves. What has happened in the past two years is a perfect illustration of why government by experts is not only a bad idea but dangerous.

2) Even CDC has finally admitted what independent scientists, researchers, and doctors have been saying all along: cloth masks don't work. Please stop this policy.

<https://www.nytimes.com/2022/01/14/health/cloth-masks-covid-cdc.html?referringSource=articleShare>

3) The most comprehensive reviews show masks don't work. Please stop this policy. <https://stevekirsch.substack.com/p/do-masks-work>

4) The masks you are forcing on our community are not just ineffective, they are dangerous. See this IMPORTANT article with data regarding proof that masks drastically elevate CO2 levels, that even low concentrations of CO2 cause a cascade of damage to the body including neurological damage, birth defects, and stillbirths in pregnant animals exposed, anxiety, fatigue, headaches, and trouble concentrating, inability to learn language and empathy, and impaired emotional development in children. Please stop this policy that is HARMING our community.

<https://healthfreedomdefense.org/masks-arent-just-ineffective-theyre-dangerous/>

5) According to recent research, the average IQ of babies born after July 2020 was 78, a 22 percentage point plummet from the 10 year average ending January 2019. While there is no doubt that decreased stimulation likely played a role, the fact that masks increase CO2 levels and that increased CO2 levels cause neurological damage, birth defects, and stillbirths in pregnant animals should concern us all. Please stop this dangerous policy.

<https://www.medrxiv.org/content/10.1101/2021.08.10.21261846v1.full.pdf>

6) South Central Health District's actions behind closed doors speak volumes. They acknowledge the harmful mental health impact of masks and therefore allow employees to make their own personal choice. This policy, in and of itself speaks volumes about the low level of concern they must have about COVID, not to mention their lack of confidence in masks. And of course, their hypocrisy. Please stop this now.

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And Fauci even cautioned that asymptomatic spread is not an issue. <https://www.youtube.com/watch?v=vrAvjU2LBkg>  
If there is no asymptomatic spread, there is nothing to fear. Given that the masks cause harm, they MUST BE STOPPED.

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<https://www.msn.com/en-us/health/medical/cdc-director-covid-vaccines-cant-prevent-transmission-anymore/ar-AASDndg>

<https://townhall.com/tipsheet/katiepavlich/2022/01/11/pfizer-ceo-our-vaccines-offer-little-protection-n2601670>

[https://www.rebelnews.com/bill\\_gates\\_admits\\_covid\\_19\\_vaccines\\_dont\\_stop\\_viral\\_transmission](https://www.rebelnews.com/bill_gates_admits_covid_19_vaccines_dont_stop_viral_transmission)

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[https://vector-news.github.io/editorials/CausalAnalysisReport\\_html.html](https://vector-news.github.io/editorials/CausalAnalysisReport_html.html)

<https://alexberenson.substack.com/p/an-urgent-warning>

<https://alexberenson.substack.com/p/has-covid-vaccine-efficacy-turned>

<https://alexberenson.substack.com/p/covid-infections-and-deaths-soar>

<https://alexberenson.substack.com/p/we-vaccinated-4-billion-people-and/comments>

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<https://palexander.substack.com/p/brownstone-150-research-studies-affirm>

<https://dailycaller.com/2022/01/19/cdc-natural-immunity-outperforms-vaccination-covid-19-coronavirus/>

Lets see smiles again.

Sincerely,

Heather Nielsen

Sent from my iPad

**Lisa Enourato**

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**From:** Linda Dupar <lsdupar@gmail.com>  
**Sent:** Monday, February 07, 2022 8:08 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** free our children

follow the science...

lift mask mandates.

[https://www.instagram.com/tv/CZp4pq2gLpS/?utm\\_medium=share\\_sheet](https://www.instagram.com/tv/CZp4pq2gLpS/?utm_medium=share_sheet)

if you all lead the way the businesses will follow.

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Linda S. Dupar  
[lsdupar@gmail.com](mailto:lsdupar@gmail.com)  
206.790.9007



## Lisa Enourato

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**From:** Jamie Caton <jamiecaton@cox.net>  
**Sent:** Monday, February 07, 2022 9:16 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Where is the welcome mat and free spirit of Blaine County?

Dear leaders,

I am imploring you all not to ignore the evidence of the nonsensical futility and damage done by the lockdowns, isolation, mask and shot mandates.

It is your collective responsibility to work together in an effort to lead in the restoration of our community as an open, happy and vibrant place to live. We cannot even see each other's smiles if they do exist. Continuing the current failed public health policies only serves to further dismantle an atmosphere which was unequivocally welcoming, open and free spirited community of Ketchum/Sun Valley. It is far from that characterization at this point. Just one example is the flashing caution sign at the entrance of Ketchum which defies the meaning of welcome as it definitely captures the current spirit of our town. It looks more like a no trespassing sign in its message of enforced mask mandates.

Please consider the following:

1) None of the lockdown, masking, or other measures you have implemented have done anything to stop COVID, only to stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves. What has happened in the past two years is a perfect illustration of why government by expert is not only a bad idea but dangerous.

2) Even CDC has finally admitted what independent scientists, researchers, and doctors have been saying all along: cloth masks don't work. Please stop this policy.  
<https://www.nytimes.com/2022/01/14/health/cloth-masks-covid-cdc.html?referringSource=articleShare>

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[https://www.rebelnews.com/bill\\_gates\\_admits\\_covid\\_19\\_vaccines\\_dont\\_stop\\_viral\\_transmission](https://www.rebelnews.com/bill_gates_admits_covid_19_vaccines_dont_stop_viral_transmission)

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<https://alexberenson.substack.com/p/we-vaccinated-4-billion-people-and/comments>  
<https://alexberenson.substack.com/p/israel-is-overrun-with-covid-the/comments>

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<https://dailycaller.com/2022/01/19/cdc-natural-immunity-outperforms-vaccination-covid-19-coronavirus/>

Respectfully,  
Jamie Caton

## Lisa Enourato

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**From:** Katey Dahlstrom <katey.dahlstrom@gmail.com>  
**Sent:** Monday, February 07, 2022 9:16 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** End Mask Mandate

Hello,

Thank you for your service to Ketchum. I am writing to urge you to vote to end mask mandates for your city. It is time. Give people the choice to decide what they want to do with their bodies. The time has come.

None of the lockdown, masking, or other measures you have implemented have done anything to stop COVID, only to stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves. What has happened in the past two years is a perfect illustration of why government by experts is not only a bad idea but dangerous.

Thank you.

Katey Dahlstrom

**From:** Raiza Giorgi <giorgibranding@gmail.com>  
**Sent:** Monday, February 07, 2022 9:18 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Please End the Mask Mandates

Hello Ketchum City Council members,  
I am a Blaine County resident, I live in Bellevue and I am imploring you to get rid of the mask mandates for the City of Ketchum.  
I have yet to come across a study that masks work and I have tried, and there is no concrete evidence that masks work.

One question you should ask yourselves.  
"If masks work, why don't they?"

This 2019 study of 2862 participants showed that both N95 respirators and surgical masks "resulted in no significant difference in the incidence of laboratory confirmed influenza."

<https://principia-scientific.com/the-science-masks-are-neither-effective-nor-safe/>

Also in this study, if you scroll down and read the section  
"Are Masks Safe?"

Researchers are concerned about possible burden of facemasks during physical activity on pulmonary, circulatory and immune systems, due to oxygen reduction and air trapping reducing substantial carbon dioxide exchange. As a result of hypercapnia, there may be cardiac overload, renal overload, and a shift to metabolic acidosis. (31)

*AKA Masks are restricting oxygen needed to keep the body working effectively and people are inhaling more of their own CO2 and getting sicker.*

**The CDC in fact recently revised its guidelines on masks, admitting that cloth masks do virtually nothing to stop the spread of COVID.**

On April 24, 2020 the Food and Drug Administration ("FDA") issued an EUA letter to all "Manufacturers of Face Masks; Health Care Personnel; Hospital Purchasing Departments and Distributors; and Any Other Stakeholders," allowing manufacturers to produce cloth and non- surgical face masks to sell and distribute to the general public and health care practitioners, so long as, "[the] product is not labeled in such a manner that would misrepresent the product's intended use; for example, the labeling must not state or imply that the product is intended for antimicrobial or antiviral protection or related uses or is for use such as infection prevention or reduction[.]"

Thus, by the FDA's own admission, face masks such as those in common use by the public are not intended to protect the wearer or others from the COVID-19 virus, as they do not prevent or reduce infection.

A quote from a recent Time article written by a physician

"An Arizona study frequently cited by CDC director Rochelle Walensky as evidence for continued masking in schools has been **thoroughly dismantled**. More and more experts have concluded that the evidence for masks in schools **doesn't hold up to scrutiny**. There are **several studies that show a minimal reduction** in COVID-19 transmission with **masks in schools**, but the results were not statistically significant."

<https://time.com/6145291/end-mandatory-masks-schools/>

Here are some links I have found that might be eye opening for you. And these are all with sources cited and referenced.

<https://worlddoctorsalliance.com/blog/masks-human-rights/>  
<https://aapsonline.org/mask-facts/>

A quote I learned in school that you should take into consideration.  
"What is popular is not always right, and what is right is not always popular".

Do what is right and take the masks off. Thank you for listening.

Kind regards,  
Raiza Giorgi  
Bellevue resident

## Lisa Enourato

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**From:** Patty Pedersen <pdp416@gmail.com>  
**Sent:** Monday, February 07, 2022 9:19 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** End the Mask Mandate

Dear Ketchum City Council Members,

The time has come to end the mask mandates here in Ketchum, Idaho.

The masking measures have failed. They have only succeeded in stressing the community, dividing us, isolating us, damaging our businesses and relationships, causing mental and other hardships to our children and to ourselves.

I have lived in the Wood River Valley for 25 years. I have seen many changes, good and bad. This mask mandate is destructive to our community.

This article shows that it is all about the money:

[https://link.theepochtimes.com/mkt\\_app/people-giving-up-their-thinking-during-pandemic-in-an-emerging-dystopia-novelist-walter-kirn\\_4235984.html](https://link.theepochtimes.com/mkt_app/people-giving-up-their-thinking-during-pandemic-in-an-emerging-dystopia-novelist-walter-kirn_4235984.html)

By continuing the mask mandate, you are pushing us toward a dystopian society. Is that your true objective?

Sincerely,  
Patty Pedersen

Patty Pedersen  
cell: 208-329-2988  
pdp416@gmail.com

**Lisa Enourato**

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**From:** Erika Shane <evbshane@gmail.com>  
**Sent:** Monday, February 07, 2022 9:38 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** End the Mask Mandate

Hello Council Members,

I am a resident of the City of Ketchum. I would like to voice my opinion in favor of ending the mask mandate in light of the many recent studies showing the inefficacy of mask use in preventing spread and the harmful social and psychological effects they have in our society, particularly to children.

Thank you,

Erika Shane



## Lisa Enourato

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**From:** Greg Binns <gregbinns@hotmail.com>  
**Sent:** Monday, February 07, 2022 9:42 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Ketchum Mask mandates

To the Ketchum City Council

You have the opportunity today to put a stop to the mask mandates that have been placed in our town. I suggest you do exactly that for a number of reasons. First, Governor Little recently stated that there have been no mask mandates in Idaho, so that means you have taken it upon yourselves to decide that you know what is best for all people who live here from a medical standpoint, which you are certainly not qualified to do. Second, the mask mandates (and vaccines for that matter) clearly do not work, we all know how many people got sick in the last couple months despite their mask wearing and 1,2 or 3 vaccinations. Third, even the CDC, whom you so blindly follow as the ultimate source of knowledge on the subject of covid (despite them having gotten literally everything wrong along the way) has now stated that masks do not offer protection and also natural immunity is up to 6x more durable than vaccinations for covid. Fourth, you are doing irreparable damage to our children, studies show their IQs have dropped 22%, as well as the fact that they cannot learn from teachers and other people's facial expressions etc. Fifth, masks are not only useless, but actually have negative health effects by significantly increasing CO2 consumption.

At this point it is flat out embarrassing to watch. Absurd rules such as how you have to wear a mask when you walk through a restaurant but not once you sit down, because apparently at your table, or even at a bar amongst other people you don't know, you are safe. Why is it that you can walk into a grocery store in A larger city like Twin falls without a mask, yet here in tiny Ketchum Idaho, you cannot? People walking down the streets, outdoors, wearing masks. People driving in their own cars, alone, wearing masks. You have put so much unnecessary fear into people regarding this virus it is insane. It is no more deadly than the common flu.

If people are afraid, that is fine, they may choose to wear a mask (hopefully an N95 or something that MAY actually work) to protect themselves, or stay home, or whatever makes them feel better. We are now 2 years into this and nothing has changed despite lockdowns, masks, vaccines and everything else you have told us we must do despite the fact that you have no medical backgrounds or solid evidence any of these things work. In fact, the evidence now, says they DO NOT work. I don't know when people decided that because they are afraid, (but don't want to have to admit they are afraid), then everyone else must share in their fear and live their lives in this ridiculous manner to appease the neurotic fears of those who are afraid. Enough is enough. It's over, countries around the world including the UK and much of the EU have dropped all mask and vaccine mandates, yet here we are in Ketchum, still holding on to them. Any government funding you may be afraid of losing is definitely NOT worth it, this is a very wealthy town, we don't need it.

The virus is not going away. This mentality that the virus must be eradicated from the earth before life can return to normal is based on no concept of reality. It cannot be eradicated, just the same as how the flu cannot be. We must live with it, and people can live with it however THEY choose, not how YOU chose for them.

Do the right thing, stand for freedom and the statutes that this country and this state were founded upon. You know very well that it is long overdue.

-Greg Binns

**Lisa Enourato**

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**From:** David Bjerke <dcbjerke@cox.net>  
**Sent:** Monday, February 07, 2022 9:42 AM  
**To:** Neil Bradshaw; Amanda Breen; jslantz@ketchumidaho.org; Courtney Hamilton; Michael David; Participate  
**Subject:** Mask Mandate

Please drop the mask mandate. Thank you. David Bjerke

**From:** shausner1@aol.com  
**Sent:** Monday, February 07, 2022 9:49 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Stop the Madness and End the Mask Mandates - Follow the Science

Dear Mayor Bardshaw and Ketchum City Council Members,

If not for yourselves and your own children, please stop the madness of mandating masks for the rest of us and our loved ones. Please follow the science.

According to recent research, the average IQ of babies born after July 2020 was 78, a 22 percentage point plummet from the 10 year average ending January 2019. While there is no doubt that decreased stimulation likely played a role, the fact that masks increase CO<sub>2</sub> levels and that increased CO<sub>2</sub> levels cause neurological damage, birth defects, and stillbirths in pregnant animals should concern us all. Please stop this dangerous policy.

Impact of the COVID-19 Pandemic on Early Child Cognitive Development: Initial Findings in a Longitudinal Observational Study of Child Health Sean CL Deoni<sup>1,2,3</sup>, Jennifer Beauchemin<sup>1</sup>, Alexandra Volpe<sup>1</sup>, Viren D'Sa<sup>1,2</sup>, and the RESONANCE Consortium <sup>1</sup> Advanced Baby Imaging Lab, Rhode Island Hospital, Providence RI, USA <sup>2</sup> Department of Pediatrics, Warren Alpert Medical School at Brown University, Providence RI, USA <sup>3</sup> Department of Diagnostic Radiology, Warren Alpert Medical School at Brown University, Providence RI, USA Address Correspondence to: Sean Deoni Advanced Baby Imaging Lab Rhode Island Hospital Warren Alpert Medical School at Brown University Email: sean\_c\_deoni@brown.edu Running Title: The COVID-19 Pandemic and Child Cognitive Development Manuscript prepared for Submission to Developmental Cognitive Neuroscience. Keywords: COVID-19; Child Development; Cognitive Development; Maternal Stress; Funding 1. Environmental Influences on Child Health Outcomes (ECHO) National Institutes of Health (SCD UG3OD023313); 2. National Institutes of Health (SCD R34-DA050284); The RESONANCE Consortium consists of: Joseph Braun, Brown University School of Public Health, Brown University. Kevin Bonham, Wellesley College. Vanja Klepac-Ceraj, Wellesley College. Matthew Huentelman, Neurobehavioral Research Unit, TGen; Candace Lewis, Neurobehavioral Research Unit, TGen; Monique LeBourgeois, Integrative Physiology, University of Colorado at Boulder; Hans-Georg Müller, Department of Statistics, University of California at Davis; Jane-Ling Wang, Department of Statistics, University of California at Davis; Susan Carnell, Associate Professor of Psychiatry and Behavioral Sciences, Johns Hopkins University;

**ABSTRACT** Since the first reports of novel coronavirus in the 2020, public health organizations have advocated preventative policies to limit virus, including stay-at-home orders that closed businesses, daycares, schools, playgrounds, and limited child learning and typical activities. Fear of infection and possible employment loss has placed stress on parents; while parents who could work from home faced challenges in both working and providing full-time attentive childcare. For pregnant individuals, fear of attending prenatal visits also increased maternal stress, anxiety, and depression. Not surprising, there has been concern over how these factors, as well as missed educational opportunities and reduced interaction, stimulation, and creative play with other children might impact child neurodevelopment. Leveraging a large on-going longitudinal study of child neurodevelopment, we examined general childhood cognitive scores in 2020 and 2021 vs. the preceding decade, 2011-2019. We find that children born during the pandemic have significantly reduced verbal, motor, and overall cognitive performance compared to children born pre-pandemic. Moreover, we find that males and children in lower socioeconomic families have been most affected. Results highlight that even in the absence of direct SARS-CoV-2 infection and COVID-19 illness, the environmental changes associated COVID-19 pandemic is significantly and negatively affecting infant and child development.

**INTRODUCTION** Since the beginning in March of 2020, the outbreak of the SARS-CoV-2 (COVID-19) pandemic in the USA, and the accompanying economic shut-down has brought about significant upheavals to the social, economic, and public health environments in which children live, grow and play. While children, and those under age 5, have largely been spared from the severe health and mortality complications associated with SARS-CoV-2 infection [1, 2], they have not been immune to the impact of the stay-at-home, masking, and social distancing policies. These policies, meant to limit spread of the SARSCoV-2 virus, have closed daycares, schools, parks, and playgrounds [3, 4], and have disrupted children's educational opportunities [5], limited explorative play and interaction with other children [6], and reduced physical activity levels [7]. From the beginning of the pandemic, there has been concern that these public-health policies would adversely impact infant and early child development and mental health. While there is no past analogue or example of non-conflict related wide-spread and prolonged lock-downs from which to draw information from, concern for child development stemmed principally from the known impact that family and home stress, parent and child anxiety, lack of stimulating environments, and other economic and environmental adversities can have on the developing infant and child brain [8, 9].

Like many other states and regions in the United States, elementary, secondary, and post-secondary schools were closed throughout the state of Rhode Island (RI) to in-person instruction from March 16, 2020 through to the beginning of the 2020/2021 school year. However, with the surge of virus infections in the fall of 2020, most schools in RI continued to operate with fully remote or with hybrid inperson/on-line learning until January 2021. For younger children, daycare centers were also closed in March of 2020, but were

allowed to reopen with reduced capacity in June, 2020. Restrictions on daycare capacity remained in effect until June 2021. Broader state-wide travel restrictions and stay-at-home orders were enforced from March to May, 2020, with many businesses operating with reduced on-site work forces and/or work-from-home options until mid-2021. Indoor and outdoor mask policies were also in place throughout 2020 and 2021 following CDC guidance. Despite being one of the smaller US states with a population of just over 1 million, RI has suffered high numbers of SARS-CoV2 infections, with approximately 154,000 cases of COVID-19 illness and almost 3,000 deaths. RI has mirrored national trends with respect to disproportionate infections and deaths in Hispanic or Latino and Black or African American communities [10, 11] as well as lower income families [12].

From 2009, Brown University and the Warren Alpert Medical School at Brown University has been home to a longitudinal study of child health and neurodevelopment, termed the RESONANCE study. Now part of the NIH Environmental influences on Child Health Outcomes (ECHO) program, the RESONANCE cohort consists of approximately 1600 caregiver-child dyads, who have been continuously enrolled between 0 and 5 years of age since 2009 and have been followed through infancy, childhood, and early adolescence. This cohort, therefore, offers a unique opportunity to explore the impact of the COVID-19 pandemic on child health trends in RI, which may reflect broader trends in the US.

In the absence of direct SARS-CoV-2 infection, environmental exposures associated with COVID-19 pandemic can affect the developing infant and child through multiple pathways. The human brain is unique in its prolonged developmental timeline [13, 14]. Infants are born with relatively immature brains that, like them, are simultaneously competent and vulnerable. Infants are inherently competent in their ability to initiate relationships, explore, seek meaning, and learn; but are vulnerable and depend entirely on caregivers for their survival, emotional security, modeling of behaviors, and the nature and rules of the physical and socio-cultural world that they inhabit [15]. The infant brain is likewise born with immense capacity to learn, remodel, and adapt, but is sensitive and vulnerable to neglect and environmental exposures that begin even before birth [16-18]. Optimal brain development depends on secure and trusting relationships with knowledgeable caregivers who are responsive to the infant's needs and interests. Neurodevelopmental processes, including myelination and synaptogenesis, for example, are stimulated by external cues and experiences like maternal interaction, and physical skin-to-skin "kangaroo" care, touch, and warmth [19-22]. The brain's adaptive plasticity, however, is a double-edged sword. While positive and enriching environments can promote healthy brain development [23-27], neglect insecurity, stress, and lack of stimulation can impair maturing brain systems and disrupt cognitive and behavioral outcomes [28-30].

Maternal stress, anxiety, and depression in pregnancy can impact the developing fetal and infant brain structure and connectivity, leading to potential delays in motor, cognitive, and behavioral development [31, 32]. It is believed that alterations in fetal exposure to stress-related hormones, including cortisol, affect these changes in brain structure and function [33-35]. Past analysis has revealed strong associations between maternal prenatal stress and anxiety related to maternal or paternal displacement and job loss and infant health (birth weight and gestation duration), mortality, temperament, and cognitive development [36]. Throughout the COVID-19 pandemic, maternal and paternal job-loss, employment furloughs, or increased food / housing insecurity have been experienced by many families. Survey results at the beginning of the pandemic showed significantly increased rates of clinically relevant symptoms of maternal depression and anxiety [37].

Given these changes in children's home, education, and social environments, it is not surprising that cross-sectional and longitudinal studies of child and adolescent mental health throughout the current pandemic have revealed increased stress, anxiety, and depression [38]. Studies of child learning further show reduced academic growth in math and language arts in elementary and high school children [4]. The impact on infant and child cognitive development, however, remains less clear. Despite the known impact of parent and family stress, economic adversity, reduced parent and peer interaction and other stimulating environments, on child brain development [9], direct observation of reduced development as a result of the COVID-19 pandemic remains elusive, despite early findings of altered temperament in 3 month old infants [39].

In this work, therefore, we specifically sought to explore individual and population-level trends in infant and early child neurodevelopment. Analyses of cognitive development, assessed using Mullen Scales of Early Learning [40], a population normed and clinically administered tool that assesses function across the five primary domains of fine and gross motor control, visual reception, and expressive and receptive language via direct observation and performance, provides some of the first direct evidence of the developmental impact of the COVID-19 pandemic. Comparing yearly mean scores since 2011, controlling for age, gender, demographic, and socioeconomic indicators, we find striking evidence of declining overall cognitive functioning in children beginning in 2020 and continuing through 2021. We find that males appear significantly more impacted than females, and that higher socioeconomic status (SES, as measured by maternal education [41]) helps buffer against this negative impact. On a more individual level, we examined longitudinal pre and during-pandemic trends in the same children from 2018 to 2021, again finding declines in ability in 2020 and 2021.

Finally, to examine the impact of the pandemic during pregnancy on subsequent child development, we compared developmental scores in children up to 1 year of age born prior to 2019 and after July 2020 (i.e., those born prior to the pandemic and those whose in utero development may have been impacted by the COVID-19 environment for at least the last trimester of pregnancy). Again, we find significantly reduced scores in children born since the start of the pandemic, with lower SES individuals and males more significantly affected. Throughout all analyses, however, we found that the perceived stress of mothers in our cohort was unchanged throughout the pandemic, and was not significantly associated with developmental scores. These results provide compelling early evidence of the impact of the COVID-19 pandemic, even in the absence of direct SARS-CoV-2 infection, on infant and early child neurodevelopment.

## METHODS

All data were acquired in accordance with ethical approval and oversight by the Rhode Island Hospital institutional review board, with informed consent obtained from all parents or legal guardians.

Since 2011, 1224 cognitive assessments were collected from 672 healthy, full-term, and neurotypically-developing children between 3 months to 3 years of age. Repeated measures were separated by at least 1 year (mean = 384 +/- 41 days). A general overview of all child assessment timings are shown in Figure 1a. This dataset included 1070 assessments (from 605 children) prior to March 2020; 154 assessments (from 118 children) between March 2020 and June 2021; with 39 children who were born just prior to the pandemic in 2018 and 2019, and following during the pandemic to 2021.

To start, we grouped measures by testing year from 2011 to 2021 and performed an analysis of covariance to compare the three primary composite measures: the early learning composite (ELC), verbal development quotient (VDQ) and non-verbal development quotient (NVDQ) between each pre and during pandemic year-pair; with child age, and maternal education (as a proxy for socioeconomic status, SES) as covariates.

To investigate the cognitive trends more rigorously, we next constructed a series of general linear mixed-effects models that modeled the cognitive measures while taking a step-wise approach to include additional predictive factors, beginning with , , , , ,

[1] Where CM is the cognitive measure of interest (ELC, VDQ, or NVDQ) of child  $j$  at time-point  $i$ .  $\beta_{0,j}$  is the intercept and  $\beta_{1,j} \dots, \beta_{n,j}$  are the regression coefficients.  $\beta_{0,j}$ ,  $\beta_{1,j}$  combine a sample fixed effect and a subject-specific random effect ( $u_j$ ), e.g., 0, 0 0, , [1b] and 1, 1

1, . [1c] allow individual differences in mean cognitive function and change with age. The COVIDmodel term is a binary factor that is 0 for any testing date prior to March 2020, and 1 for testing dates thereafter. Equation [1] was fit to the complete cohort dataset using the fitlme function in Matlab (MathWorks Cambridge, MA v2019b). The COVIDmodel term allowed us to test the hypothesis that pandemic-related environmental changes are associated with a significant negative change in cognitive functioning.

Building from our simple function, we used a step-wise regression approach to systematically include additional factors and interactive terms in our general model, i.e., , , , , ,

and, we included [3] to control for potential differences in gender and socioeconomic factors in the population. Given past findings associating COVID-19 stay-at-home orders and prematurity or potential low birth weight [42], we further included these birth outcomes as additional predictors, , , , , ,





,



, 0 0 0

,000000 000 0,0 000000 [4] Finally, we also tested the interaction between the COVIDmodel and SES and Gender terms to test whether these factors had additive or buffering effects, , , , , ,



,







,0 00 0

[5] At each stage of analysis, we examined the parsimonious fit of the model using the Bayesian Information Criterion (BIC) [43], stopping when additional factors no longer improved the model fit. In the final model, we then examined the significance level of each model parameter, specifically the COVID model term, which denotes a potential significant difference in pre- and during pandemic scores. Recognizing that the analysis from 2011 to 2021 contained differing sets of children we next reduced our dataset to 39 children who were enrolled up to a year prior to the pandemic and who had at least 1 visit before and 1 visit during the pandemic (Table 1, Figure 1b). To this reduced set of data, we performed analogous mixed-effects modeling using the series of general linear models constructed above (Eqns. 1 to 5). Given the potential impact of the pandemic on maternal stress and, consequently, the developing fetal brain, we next compared the cognitive measures in 291 children under 1 year before January 2019 (i.e., their prenatal and first postnatal year of development occurred before the pandemic) to 118 children born after July 2020 (i.e., at least one term of pregnancy and the first postnatal year occurred during the pandemic) (Table 1, Figure 1c). As above, we used a mixed-effects approach to model our series of general linear models (Eqns. 1 to 5).

To test whether maternal stress was a potential causative factor, we replaced the Model term in our general linear models with the total score from the perceived stress scale (PSS) [44], a 10-item self-report that provides a continuous scale of perceived and experienced stress due to life situations. [6]

PSS scores were obtained from each pregnant mother prior to birth and at each child visit starting in 2017. We performed this analysis twice. In the first set, we used the post-natal scores collected at the same time as the child cognitive measures, in the second, we used the prenatal PSS scores obtained from the mother during pregnancy.

## RESULTS

Demographic summaries of the children included in each set of analysis (complete set; children followed pre- and during pandemic; and children under 1 year of age born before and during the pandemic) are shown in Table 1.

Results from our ANCOVA comparing each year pre- and during-pandemic year pair is shown in Table 2. In general, we find mean ELC values from 2011 to 2019 ranging from 98.5 to 107.3, with standard deviations of 15.2 to 19.7 (Fig. 2), in general agreement with the expected mean of 100 and standard deviation of 15. Means and standard deviations for 2020 (March to December) and 2021 (January through Aug) were: 86.3+/-17.9 and 78.9+/-21.6, respectively. Controlling for differences in age and maternal education, we find inconsistent differences in mean ELC between 2011-2019 and 2020, but consistent and significant reductions between 2011-2019 and 2021 ( $p < 0.001$ ). Results are similar for the verbal and non-verbal composite measures (Fig. 2, Table 2). In all cases maternal education was a significant and positive factor on ELC, VDQ, and NVDQ measures.

Results from our mixed model analysis using our complete data set are summarized in Table 3 and reinforce the results obtained from our initial ANCOVA. For each composite score, the model including child age, maternal education, child gender, birth weight, gestation duration, and test timing (pre vs. during the pandemic), as well as interaction terms of timing, gender, and maternal education was the most parsimonious model (lowest BIC). Across all measures, we found cognitive scores were significantly reduced during the pandemic by 27 to 37 points (or almost two full standard deviations),  $p$  values  $< 0.01$ , with higher maternal education, increased birth weight and increased gestation duration being protective; while males were more heavily affected. We did not find significant differences in birth weight or gestation duration overall in the pre vs during pandemic children ( $p > 0.3$ ), Fig. 3.

Repeating this set of analysis in the subset of 39 children who were born immediately before the beginning of the pandemic and whom we have followed up over the past 18 months (Table 4) presents contrasting results. Longitudinal plots of individual cognitive measures are shown in Fig. 4. Across all composite cognitive measures, we find that the inclusion of a term that distinguishes between pre vs. during the COVID-19 pandemic does not improve the model fit, and no significant decrease in cognitive measures in these children. This result suggests that much of the reductions observed in Figure 2, and Tables 2 and 3 may be driven by the infants born during the pandemic. Results from our last set of analysis (Table 5), restricted to newborns and infants under 1 year of age born before or during the pandemic,

support this hypothesis. Here we find a significant decrease in child cognitive scores in children born during the pandemic with males affected more than females, and higher maternal education being a protective factor.

The strong effect of the pandemic on early neurodevelopment suggests that maternal stress, already shown to be increased in mothers at the start of the pandemic may be an important factor. However, including maternal stress, recorded both prenatally and following delivery into our model, in place of the Model term was not significant (Table 6). Indeed, when examining perceived stress in mothers by year we find (Fig. 5) no significant increase or decrease during the pandemic compared to pre-pandemic years.

## DISCUSSION

Children are inherently shaped by their environment. Across the fetal, infant, and early childhood lifestages, a child's brain undergoes immense structural and functional growth that is driven by an integrative mixture of genetic and environmental factors. The outbreak of the COVID-19 pandemic, and the associated economic shut-down, school disruptions, and social distancing, stay-at-home, and mask policies have fundamentally altered the environment in which children and pregnant individuals have lived, over the past 18 months. Despite much speculation, the short and long-term impacts of the COVID-19 pandemic on fetal and child health and neurodevelopment in the absence of direct infection are not yet known [45]. This gap makes it difficult to develop evidence-based guidelines of care for expectant mothers and individuals, design effective strategies for follow-up care of sensitive infants; or provide informed guidance for school and daycare reopening and in-person vs. online learning.

Leveraging data collected continuously over the past decade in Providence, RI and surrounding areas, we sought to investigate how the pandemic has impacted cognitive development and function in newborns and young children. Included pregnant individuals and children reported no symptoms of SARS-CoV-2 infection or had evidence of positive antibody or RT-PCR testing. Families also reported having adhered to stay-at-home and on-going mask and social distancing policies, suggesting observed effects are environmentally driven rather than due to potential direct effects of infection. However, we did not perform antibody testing to confirm past infection status.

Overall, we find that measured verbal, non-verbal, and overall cognitive scores are significantly lower since the beginning of the pandemic. Looking further, we find that children born before the pandemic and followed through the initial stages do not show a reduction in skills or performance, but rather that young infants born since the beginning of the pandemic show significantly lower performance than infants born before January 2019. Thus, our results seem to suggest that early development is impaired by the environmental conditions brought on by the pandemic.

In contrast to other on-going studies through the pandemic [37, 39], we did not find an increase in general maternal stress and, thus, this was not a significant predictor factor in our analysis. This may reflect a general insensitivity of the PSS tool used here to pandemic-related stress; the potential selection bias in the families included in our study; or strong family and social support networks available to the pregnant individuals. The PSS is a standardized ten-item questionnaire that asks about general life stressors and how stressful individuals find their lives but does not include specific questions related to health or wellbeing. In contrast, the MOM-COPE study utilized retrospective data collection using an ad-hoc developed questionnaire focused on worry and anxiety of COVID-19 infection, pregnancy risk, and their own and their infant's health [39]. The survey-based study by Lebel and colleagues [37] also used a specially developed questionnaire to gauge maternal concern of the pandemic and its impact on their own and their infant's health. Additional measures of depression and anxiety were assessed using the standardized Edinburgh Depression Scale (EDS [46]) and PROMIS Anxiety Adult 7-item short form [47] instruments.

With respect to included participants, families in our study were drawn from the local Providence and surrounding communities with focus on typical child development. Exclusion criteria for enrollment has been consistent across the duration of the study and includes: twin or multiple pregnancy; preterm birth prior to 37 weeks; small for gestational age and/or birthweight less than 1500g; 5min APGAR scores  $\leq 8$ ; major psychiatric illness in the mother, including depression requiring medication within 6 months of pregnancy; use of alcohol, tobacco, or illicit substances during pregnancy; diagnosed neurological disorder (e.g., epilepsy) in the child. During the pandemic, we did not target individuals with COVID-19 exposure or illness. However, since all study visits take place in a clinical setting, parents less

concerned about the pandemic, and those with strong social support networks, may have been more likely to participate than those with greater concerns. Thus, our observation that maternal stress (PSS) did not significantly increase may simply reflect the reality that we only tested less stressed and anxious mothers. These parents may also have greater financial security or other socioeconomic characteristics. However, in ad hoc analysis of maternal education measures of our full cohort by year, we did not observe a significant difference in maternal education between families tested before or during the pandemic (Fig. 5b). This, however, is an area requiring further investigation.

Family and social support is also an important contributor to maternal health and wellbeing [48] that can also affect infant temperament, behavior, and cognitive development [49]. Building from our discussion of maternal stress, we unfortunately did not collect additional measures related to daycare or working from home status of our parents. It is possible that parents of lower socioeconomic means may have been less able to afford daycare or prolonged parental leave. These are additional areas of focus, which could provide important guides for public health policies.

The first 1,000 days of a child's life are commonly cited as an important and sensitive period of child development. Environmental factors, including maternal mental and physical health, nutrition, stimulation, and supportive caregiving can individually and in combination affect the developing fetal and infant brain throughout this early life period [19-22]. Many of these factors have been substantively impacted by public health policies enacted in response to the SARS-CoV-2 outbreak. Work-from-home and shelter-in-place orders, for example, along with closed daycares, nurseries, and preschools may have dramatically changed the quantity and quality of parent, caregiver, and teach-child interaction and stimulation. Studies in older children and adolescents over the past year have found reduced social interaction, increased media consumption, and reduced physical activity [50-52]. It is likely these same trends are true for younger children and infants as well with the closure or reduced capacity of daycares and preschools, and may be associated with impaired motor development, motor coordination and visual processing, language development, and socioemotional processing. In addition, masks worn in public settings and in school or daycare settings may impact a range of early developing skills, such as attachment, facial processing, and socioemotional processing.

Unfortunately, we do not have direct or parent-reported measures indicative of parent or caregiver-child interaction, early media exposure, or physical activity to investigate the potential causative role of these factors.

One aspect also not investigated here is the impact of mask-wearing by the study staff during child visits and assessments [53]. The inability of infants to see full facial expressions may have eliminated non-verbal cues, muffled instructions, or otherwise altered the understanding of the test questions and instructions.

For parents who were able to work from home, and did not face furlough or employment loss, the dual role of childcare and work has increased the strain on parents, in particular mothers, resulting in increased parental stress and anxiety. For families who have suffered job loss, they may experience greater stress, depression, anxiety, as well as food and housing insecurity. Although we found no significant changes in the degree of maternal perceived stress, and we did, however, find that maternal education, often used as a marker of surrogate of socioeconomic status, was generally associated with improved cognitive function and, as an interactive term, had a buffering effect against the impact of the pandemic. This is particularly salient given the disproportionate effect the pandemic has had on lower income families [54], who have not only dealt with job loss and financial insecurity, but are also over-represented in front line and essential service employment with increased risk of SARS-CoV-2 infection and COVID-19 illness [55].

What is unclear from our data, however, is if observed declines or impairments are temporary and will normalize as employment and school closures are lifted and children return to pre-pandemic levels of play and interaction, and family financial insecurity and mental health challenges subside. Unfortunately, when that will occur is also unknown given the ongoing surge of infections associated with new virus variants. It is clear, however, that young infants and children are developing differently than prepandemic, and that addressing this now while their brain is at its most plastic and responsive, is imperative. Programs such as unemployment insurance, Supplemental Nutrition Assistance Program (SNAP), the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), and housing assistance, may help minimize the impact of the pandemic on the most sensitive of children. In addition, further research directly

exploring aspects of parent-child attachment, interaction, nutrition, food security, and environmental stimulation is needed to understand the primary driving factors underlying the trends presented here.

## **CONCLUSION**

The COVID-19 pandemic has fundamentally altered the child health landscape, with pregnant mothers and individuals, and children living in a strikingly different economic, psychosocial, and educational environment than what was present just 18 months ago. Against this environmental backdrop, unanswered questions remain regarding the impact of the work-from-home, shelter-in-place, and other public health policies that have limited social interaction and typical childhood experiences on early child neurodevelopment. In this work, we provide early evidence suggestive of significant reductions in attained cognitive function and performance in children born over the past 18 months during the pandemic. While socioeconomic factors appear to mitigate against the negative consequences of the pandemic, the primary factors underlying our observed trends remain unknown. Understanding these factors are critical to helping ensure affected children rebound as the pandemic winds down and they re-enter daycares and schools; as well as implementing additional public health and educational policies that address the most affected of children, particularly those in lower income families.

## **DATA SHARING**

All data acquired and presented here is freely available upon request to the authors.

## **ROLE OF THE FUNDING SOURCE**

Funding for this study was provided by the National Institutes of Health (SCD). Neither funder played any role in the acquisition, analysis or interpretation of the data, or were involved in the drafting or approval of this manuscript.

## **CONTRIBUTOR ROLES**

All listed authors were involved in the study design, data acquisition and analysis, drafting and revising this manuscript, and provide final and accountable approval for its contents. SCD and DV verify the underlying data.

## **FINANCIAL DISCLOSURES**

The authors report no significant financial conflicts of interest with respect to the subject matter of this manuscript.

Respectfully,

Suzanne Hausner  
208-720-2147  
shausner1@aol.com

**Lisa Enourato**

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**From:** Adam Hairston <adamh@aspenpllc.com>  
**Sent:** Monday, February 07, 2022 9:51 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Freedom

Hello Ketchum City Council;

The Ketchum City Council has the opportunity today to acknowledge past mistakes in lockdowns, masking policies and required vaccinations at certain locations around the city. Fear has caused poor decision making. However, acknowledgement of fear and it's side effects, gives one the ability to right the wrong.

Decide today to let go of fear.

Decide today to acknowledge that science is about inquiry, questions and evolving understanding.

Decide today to change course in the face of overwhelming evidence that masking, vaccines and lockdowns have done NOTHING to stop Covid.

It takes more courage to acknowledge a mistake than it does to triple down on bad policy. I'm hoping the city council will acknowledge science and end the socialist masking that does nothing to slow the pandemic. Ask yourselves, if masking worked, why are so many getting sick?

Be brave. End the socialist edict.

Sincerely,

Adam Hairston

## Lisa Enourato

---

**From:** Graydon Burnett <grady@sunvalleyidahoproperties.com>  
**Sent:** Monday, February 07, 2022 9:54 AM  
**To:** Neil Bradshaw; Amanda Breen; Courtney Hamilton; Jim Slanetz; Michael David; Participate  
**Subject:** City of Ketchum Mask Policy

Good morning Mayor and City Council members,

I am a 42-year resident in the valley and a business owner in the city of Ketchum. First off, I want to say thank you to all of you for your continued civic service to our cherished town of Ketchum. We recognize the amount of time and energy you have all put into your roles as Mayor and Council Members over the years and the citizens are fortunate to have such a hardworking, dedicated group of people working on our behalf. Thank you for your service.

I am writing this morning to ask you to immediately rescind the mask mandate currently in the city of Ketchum. This has gone on long enough. Let me say up front without question I absolutely recognize and understand that people's health is the **highest priority** and that all steps should be taken to keep our community as safe as possible. I love this community and the people here with all of my heart. It's an incredibly special place. In the late winter of 2020, we had no idea how serious and what this pandemic was going to bring, and we all did our part to protect our families and the community. However, at this time, 18 months in, it is very evident by now that masking, or other measures you have implemented have not stopped COVID. What it has done is stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves. Enough is enough.

Have you been to a Ketchum restaurant in the last year or so? It's ridiculous and borderline comical (if this wasn't so serious) to watch highly intelligent, highly successful people bumble and fumble with their paper or cloth face covering. It's absurd that you walk into a fully packed restaurant with your mask on and then sit down and take it off. We are all breathing the same air in that environment. What is more aggravating to me is the hypocrisy and degrading policy that forces our restaurant workers to wear the mask their entire shift and the customers do not. It's humiliating and ridiculous. Like the customers are more important than the "servers". I have personally asked many restaurant workers and bartenders in town if they would prefer to NOT wear a mask when working and everyone one of them said, yes, they hate wearing it, it's demeaning and insulting to them, not to mention extremely uncomfortable.

I am sure you have received many emails with links to fact-based research and science that now show forcing citizens to wear a face covering is non effective and potentially dangerous. I will spare you my links and the research and data that I have read. I will simply say that enough is enough, the citizens are over it. I, as one citizen respectfully ask you to rescind the mask mandate, stop driving the fear narrative and let the citizens and visitors live and breathe freely.

Thank you.

Graydon Burnett  
Associate Broker / Partner  
**Burnett Properties**  
**Sun Valley LUXE Homes**  
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*My business is based on referrals from friends and clients like you. If you know someone who could benefit from my services, I would welcome the introduction. Your referrals are greatly appreciated!*



## Lisa Enourato

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**From:** Leslie Manookian <leslie.manookian@me.com>  
**Sent:** Monday, February 07, 2022 10:00 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Cc:** amccleary@co.blaine.id.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; larastone@blaineschools.org  
**Subject:** Misinformation, open discourse, and hypocrisy

Dear Ketchum Mayor and city council,

I watched the Sun Valley city council meeting last Thursday and was stunned and disappointed at the alarming lack of knowledge of some of the council members. They were unaware the [CDC has admitted most masks](#) don't work to stop viral transmission. (Also [see](#).) They were unaware that COVID-19 injections do not stop transmission as admitted by [CDC](#), the [Pfizer CEO](#), and even [Bill Gates](#). They were unaware the most recent data from countries all over the world shows the jabbed are [MORE likely](#) to contract and die from COVID than the jab free. (Also see [here](#) and [here](#).) Data from US states like WY and MA that distinguish between jab-free, partially jabbed, and fully jabbed echo this pattern. States like Idaho who lump in those less than two weeks after their second shot with the injection-free, distort the picture because the vast majority of injection injuries occur within a few days of a jab thereby obfuscating the true story. (See [here](#), [here](#), [here](#), and [here](#). In fact, the situation [across the world](#), the US, and even here at home is [worse](#) than before any of these measures were implemented. It's time to stop them.

I also want to express my profound disappointment that local politicians are ducking open debate. Amanda Breen has been repeatedly contacted by a local news outlet that wanted to do a story on her views regarding the mask mandate in a roundtable discussion format. I know this because that media outlet asked me to participate and while I agreed, Amanda never responded. Angenie McCleary, a Blaine County Commissioner, also refused the invitation. Sam Linnet of Hailey was scheduled to do a discussion with Phil Rainey, a Hailey resident, health care practitioner and firefighter, but Linnet cancelled then never responded to repeated calls to reschedule. If local politicians aren't prepared to publicly discuss and defend the science and reasoning behind their policy decisions, they have no business making those policy decisions.

Elected officials are making decisions which impact our community mentally, emotionally, and physically and are therefore duty-bound to be informed and be able to defend your decisions. I was just following CDC is inadequate. Transparency is the only answer and the fact that Amanda and others have dodged open and honest public debate is not only condemnable, it's un-American.

Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

Sun Valley Mayor Peter Hendricks reported at the city council meeting last Thursday that South Central Health District has been allowing staff to decide for themselves whether to wear masks. SCHD's policy reflected their concern about the harmful mental health impact of masks. This policy, conducted behind closed doors, speaks volumes about the low level of concern SCHD must have about COVID as well as the low level of confidence they must have in masks.

I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian

[leslie.manookian@me.com](mailto:leslie.manookian@me.com)

**Lisa Enourato**

---

**From:** Bonnie Thibodo <rptbonnie@icloud.com>  
**Sent:** Monday, February 07, 2022 10:19 AM  
**To:** Participate  
**Subject:** Mask Mandate

Dear Ketchum City Council,

I am writing to let you know that you need to end your mask mandate. I am living in a hotel in Boise because I could not stand living under your rules anymore. In Boise, I can live a normal life and yes I am still alive. As an almost 80 year old, I do not want to live in fear of a virus nor have my face covered and experience the loss of human connection. Living in Boise is freeing but I don't get to spend time with my family who lives here. There is no reason that we need to be the only community in Idaho with a mask mandate. Please end this harmful mandate now.

Sincerely,

Bonnie Thibodo

Sent from my iPhone

## Lisa Enourato

---

**From:** Cathie Davis <luchsunvalley@gmail.com>  
**Sent:** Monday, February 07, 2022 10:31 AM  
**To:** Courtney Hamilton; Michael David; Participate  
**Subject:** Fwd: STOP MASK MANDATE PLEASE!!!!!!!!!!

----- Forwarded message -----

From: **Cathie Davis** <[luchsunvalley@gmail.com](mailto:luchsunvalley@gmail.com)>  
Date: Mon, Feb 7, 2022 at 10:10 AM  
Subject: STOP MASK MANDATE PLEASE!!!!!!!!!!  
To: <[nbradshaw@ketchumidaho.org](mailto:nbradshaw@ketchumidaho.org)>, <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>, <[jslanetz@ketchumidaho.org](mailto:jslanetz@ketchumidaho.org)>, <[chamilton@ketchum.org](mailto:chamilton@ketchum.org)>, <[mdavid@ketchum.org](mailto:mdavid@ketchum.org)>, <[participate@ketchum.org](mailto:participate@ketchum.org)>

I have lived in Ketchum for 40 years and want to express how extremely upset and concerned I am over all the CoVid 19 restrictions including mask mandates!! These restrictions violate my constitutional rights as a US citizen. I am fully aware of the health detriments of wearing a mask and refuse to do so. I do not go in any local businesses that tell me to put a mask on...many do not... thank god!!! I have always bought and supported local businesses to a huge extent and now I shop elsewhere if needed and will continue to do so regarding this mask mandate. I own two local businesses in Ketchum and have a very large clientele.... most of whom are tourists and the feedback from them is NO MASKING!! My partner who is a doctor operates a Holistic Health practice in Ketchum .....so 3 local businesses!! We have done extensive research and communications with his doctor colleagues worldwide who ALL express the dangerous effects of mask wearing. It is beyond time for all of you who sit on our city council to do your homework and WAKE UP to the dangers and unethical continuation of this insanity!!  
Cathie Davis

This is included from my partner  
Dr Stephan Siele  
Ascension Holistic Health Center  
Please be advised that this is a formal request from me, Dr Stephan Siele  
to end this delusional psychosis in our community with regard to ALL of these restrictions and mandates concerning this CoVid 19 virus. These restrictions and mandates are not based in any scientific foundations. You are causing irrevocable harm throughout our community. I urge you to act now and prevent further health damage in our community.  
Yours in Health,  
Dr Stephan Siele DC QN

**Lisa Enourato**

---

**From:** Steve Hollister <SHollister@NorthMarq.com>  
**Sent:** Monday, February 07, 2022 10:35 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Please end the mask mandate now

Hello - I understand that there is a meeting today at 4:00 to discuss the mask mandates. This is a ridiculous mandate. Please end it.

I understand that some people are scared and living in fear, but none of the lockdown, masking, or other measures you have implemented to date have done anything to stop COVID. Masks don't work. They only stress our community, divide us, isolate us, damage our businesses and relationships, cause mental and other hardships to our children and ourselves.

Comprehensive studies from independent scientists, researchers, and doctors show masks don't work. Even the CDC admits that cloth masks don't work.

Please stop the mask mandate policy now. Thank you,

Steve

**Steve Hollister**

**Disclaimer**

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived.

## Lisa Enourato

---

**From:** Allison Goodwin <allisongoodwin1@gmail.com>  
**Sent:** Monday, February 07, 2022 10:48 AM  
**To:** Leslie Manookian  
**Cc:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate; Angenie McCleary; Martha Burke; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; Stone Lara; Keith Roark  
**Subject:** Re: Misinformation, open discourse, and hypocrisy

Thank You Leslie for articulating the Views of the MAJORITY of Ketchum Residents - We actually are able to Think Critically and do our own Research, so your Excellent letter is much appreciated and I will share it with the 40-50 locals on my list.

It appears there is another agenda underway (as the Idaho State Emergency expired in 2020 - last I checked today is 2.7.2022) perhaps Forensic Audits are in order of not only Ketchum City Council and Each Individual Member, Also Sun Valley City Council and of course BCSD. These are being done in pockets around the country and have discovered Huge Payola behind the scenes, very shameful. And You All have something in common with Canadian Prime Minister Trudeau - Ducking for Cover when Confronted with Truth. Who are you really serving? WE The People? I think not. You clearly are serving someone(s) intent on keeping the Masses Dumbled Down, Living in Fear, and focusing on Sickness - clearly the Hijacked "Idaho Mountain Express" is. You may want to re-think the bigger picture, your Karma and your blatant Denial of Truths.

Sincerely,  
Allison Goodwin  
Warm Springs

On Mon, Feb 7, 2022 at 10:01 AM Leslie Manookian <[leslie.manookian@me.com](mailto:leslie.manookian@me.com)> wrote:

Dear Ketchum Mayor and city council,

I watched the Sun Valley city council meeting last Thursday and was stunned and disappointed at the alarming lack of knowledge of some of the council members. They were unaware the [CDC has admitted most masks](#) don't work to stop viral transmission. (Also [see](#).) They were unaware that COVID-19 injections do not stop transmission as admitted by [CDC](#), the [Pfizer CEO](#), and even [Bill Gates](#). They were unaware the most recent data from countries all over the world shows the jabbed are [MORE likely](#) to contract and die from COVID than the jab free. (Also see [here](#) and [here](#).) Data from US states like WY and MA that distinguish between jab-free, partially jabbed, and fully jabbed echo this pattern. States like Idaho who lump in those less than two weeks after their second shot with the injection-free, distort the picture because the vast majority of injection injuries occur within a few days of a jab thereby obfuscating the true story. (See [here](#), [here](#), [here](#), and [here](#). In fact, the situation [across the world](#), the US, and even here at home is [worse](#) than before any of these measures were implemented. It's time to stop them.

I also want to express my profound disappointment that local politicians are ducking open debate. Amanda Breen has been repeatedly contacted by a local news outlet that wanted to do a story on her views regarding the mask mandate in a roundtable discussion format. I know this because that media outlet asked me to participate and while I agreed, Amanda never responded. Angenie McCleary, a Blaine County Commissioner, also refused the invitation. Sam Linnet of Hailey was scheduled to do a discussion with Phil Rainey, a Hailey resident, health care practitioner and firefighter, but Linnet cancelled then never responded to repeated calls to reschedule. If local politicians aren't

prepared to publicly discuss and defend the science and reasoning behind their policy decisions, they have no business making those policy decisions.

Elected officials are making decisions which impact our community mentally, emotionally, and physically and are therefore duty-bound to be informed and be able to defend your decisions. I was just following CDC is inadequate. Transparency is the only answer and the fact that Amanda and others have dodged open and honest public debate is not only condemnable, it's un-American.

Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

Sun Valley Mayor Peter Hendricks reported at the city council meeting last Thursday that South Central Health District has been allowing staff to decide for themselves whether to wear masks. SCHD's policy reflected their concern about the harmful mental health impact of masks. This policy, conducted behind closed doors, speaks volumes about the low level of concern SCHD must have about COVID as well as the low level of confidence they must have in masks.

I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian  
[leslie.manookian@me.com](mailto:leslie.manookian@me.com)

--  
~~~~~

Allison Goodwin  
775.781.1837



**From:** M D <t.mdegan@gmail.com>  
**Sent:** Monday, February 07, 2022 10:49 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Masks

As a City Counsel you are revisiting mask mandates. This is a good thing. True science is always revisiting, re-testing hypotheses, questioning, and re-evaluating data. The issues of masking, lockdowns, and distancing have seen large amounts of quality data coming forth and old assumptions have changed. At this time, the CDC, NIH, & WHO do not feel mask mandates, blanket vaccination programs, and social distancing are able to prevent the spread of the current Covid variants and currently cannot recommend these measures as they did in the past. Britain, Germany, Czech Republic, Denmark, Sweden, Spain, Turkey, El Salvador, Japan, Singapore, Brazil, and Mexico have all cancelled their quarantine procedures, Corona testing and compulsory vaccination and consider Covid a seasonal flu. All of these countries have incidence and mortality rates significantly lower than the USA's (which is the highest, per capita, in the world. Obviously, our programs have not been as effective when compared to most other locations. It is time to reassess the data and hypothesis.

Masks have had few quality, randomized studies indicating benefit. In fact, the best studies are from South Korea, Hong Kong, and Vietnam from 2020. These studies indicate no statistical benefit to the use of masks; cloth, surgical, or N-95's. The vaunted N-95 masks have a 3 micron pore size; the virus is 0.06 to 0.14 micron in diameter, that is the pore size in the mask is 30 times bigger than the size of the viral particle. The analogy of transporting sand in a grocery cart or using chicken wire screens to keep out the mosquitoes have been used. In fact, Major Joseph Murphy's letter to the Inspector General of the Department of Defense indicated the virus was developed with masked lab animals, so that the virus would spread by aerosolization, not droplets, thereby defeating masks.

Recent studies also show detriments, especially to our children. A large, statistically powerful meta-analysis from Johns Hopkins last week clearly showed the detrimental effects of mask mandates on students. A paper from the University of Kentucky recently found in the last 2 years the learning difficulties associated with masks have caused a 20 point loss in IQ scores in 2-5 year old children. Children need to see adult's and peers' facial expressions and speech, to learn, cognitively, and socially develop.

Current science indicates that masks provide no benefits, cause specific, and observable detriment to the population, our community. To continue mask mandates is to join the ranks of true science deniers.

Tom Degan, MD

Marilyn Degan, ARNP

**Lisa Enourato**

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**From:** Kendall Nelson <kendalltnelson@gmail.com>  
**Sent:** Monday, February 07, 2022 10:55 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Please end the mask mandates

2-7-22

Dear Mayor Bradshaw and Ketchum City Council members,

I am disheartened to learn that the Sun Valley City Council voted to continue the mask mandate for 30 days, even after learning that the South-Central Health District (SCHD) has not been requiring their own employees to wear masks for mental health reasons. The hypocrisy of those who help shape the masking policies is astounding and quite frankly, reprehensible.

Clearly, the masking issue is divisive. Some have even gone so far as to wrongfully assert that good liberals wear them, and bad conservative do not. It seems to me that our city councils have been voting for mask mandates based on politics and fear of retribution, rather than on science. That too is inexcusable.

None the sweeping social restrictions put in place over the past two years have been successful at preventing the spread of COVID-19. It is my sincere hope that the Ketchum City Council will base its future decisions regarding masking on science rather than on politics. It is time to stop dividing and silencing us.

For your reference, here is a link to over 150 studies and articles on mask ineffectiveness and harms. I hope you will take the time to read it. <https://brownstone.org/articles/more-than-150-comparative-studies-and-articles-on-mask-ineffectiveness-and-harms/>

In doing so, you will learn that masks cause more than mental illness. They also cause bacterial respiratory infections, neurological damage, birth defects, anxiety, fatigue, headaches, trouble with concentration, inability to learn language and empathy, and impaired emotional development in children. <https://healthfreedomdefense.org/masks-arent-just-ineffective-theyre-dangerous/>

Illogical masking policies have caused a tsunami of damage to both individuals and businesses. Please put an end to them today!

I urge you to be faithful and courageous.

Sincerely,

Kendall Nelson

Ketchum Resident

## Lisa Enourato

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**From:** Leslie Manookian <leslie.manookian@me.com>  
**Sent:** Monday, February 07, 2022 10:59 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Cc:** amccleary@co.blaine.id.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; larastone@blaineschools.org  
**Subject:** Fwd: Misinformation, open discourse, and hypocrisy

Hi Amanda,

Thank you for sharing that information with me. I confirmed with the media outlet yesterday and again today after receiving your email below that you were called and left voicemails but did not reply so perhaps there was a technical glitch. I am replying all so all who received my original email are aware you of the situation.

It is great to hear that you always respond to media and are open to a roundtable discussion. The reason I responded to the news outlet is because I believe in open, honest, public debate so that our community can be as educated as possible, listen to different information, and make their own informed decisions. I feel this discussion has been sorely lacking in our valley and across our nation and that many people feel they have been shut out of the discussion.

The news outlet in question is still interested in hosting a discussion and would be delighted to have you participate if you are willing. I hope that's the case. Please let me know.

Leslie Manookian  
[leslie.manookian@me.com](mailto:leslie.manookian@me.com)

Begin forwarded message:

**From:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Subject:** Re: Misinformation, open discourse, and hypocrisy  
**Date:** February 7, 2022 at 10:14:17 AM MST  
**To:** Leslie Manookian <[leslie.manookian@me.com](mailto:leslie.manookian@me.com)>

I have never been contacted by "a local news outlet" to participate in any roundtable discussion, and I always respond to media inquiries. Please correct your own "misinformation" that you are spreading about me.

Regards,

Amanda Breen  
Ketchum City Council  
P.O. Box 2315  
480 East Avenue North  
Ketchum, Idaho 83340-2315  
Mobile: (208) 721-1760  
Email: [ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)

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**From:** Leslie Manookian <[leslie.manookian@me.com](mailto:leslie.manookian@me.com)>

**Sent:** Monday, February 7, 2022 10:00 AM

**To:** Neil Bradshaw <[NBradshaw@ketchumidaho.org](mailto:NBradshaw@ketchumidaho.org)>; Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>; Jim Slanetz <[jslanetz@ketchumidaho.org](mailto:jslanetz@ketchumidaho.org)>; Courtney Hamilton <[CHamilton@ketchumidaho.org](mailto:CHamilton@ketchumidaho.org)>; Michael David <[mdavid@ketchumidaho.org](mailto:mdavid@ketchumidaho.org)>; Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>

**Cc:** [amccleary@co.blaine.id.us](mailto:amccleary@co.blaine.id.us) <[amccleary@co.blaine.id.us](mailto:amccleary@co.blaine.id.us)>; [martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org) <[martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org)>; [kaz.thea@haileycityhall.org](mailto:kaz.thea@haileycityhall.org) <[kaz.thea@haileycityhall.org](mailto:kaz.thea@haileycityhall.org)>; [heidi.husbands@haileycityhall.org](mailto:heidi.husbands@haileycityhall.org) <[heidi.husbands@haileycityhall.org](mailto:heidi.husbands@haileycityhall.org)>; [sam.linnett@haileycityhall.org](mailto:sam.linnett@haileycityhall.org) <[sam.linnett@haileycityhall.org](mailto:sam.linnett@haileycityhall.org)>; [larastone@blaineschools.org](mailto:larastone@blaineschools.org) <[larastone@blaineschools.org](mailto:larastone@blaineschools.org)>

**Subject:** Misinformation, open discourse, and hypocrisy

Dear Ketchum Mayor and city council,

I watched the Sun Valley city council meeting last Thursday and was stunned and disappointed at the alarming lack of knowledge of some of the council members. They were unaware the [CDC has admitted most masks](#) don't work to stop viral transmission. (Also [see](#).) They were unaware that COVID-19 injections do not stop transmission as admitted by [CDC](#), the [Pfizer CEO](#), and even [Bill Gates](#). They were unaware the most recent data from countries all over the world shows the jabbed are [MORE likely](#) to contract and die from COVID than the jab free. (Also see [here](#) and [here](#).) Data from US states like WY and MA that distinguish between jab-free, partially jabbed, and fully jabbed echo this pattern. States like Idaho who lump in those less than two weeks after their second shot with the injection-free, distort the picture because the vast majority of injection injuries occur within a few days of a jab thereby obfuscating the true story. (See [here](#), [here](#), [here](#), and [here](#). In fact, the situation [across the world](#), the US, and even here at home is [worse](#) than before any of these measures were implemented. It's time to stop them.

I also want to express my profound disappointment that local politicians are ducking open debate. Amanda Breen has been repeatedly contacted by a local news outlet that wanted to do a story on her views regarding the mask mandate in a roundtable discussion format. I know this because that media outlet asked me to participate and while I agreed, Amanda never responded. Angenie McCleary, a Blaine County Commissioner, also refused the invitation. Sam Linnet of Hailey was scheduled to do a discussion with Phil Rainey, a Hailey resident, health care practitioner and firefighter, but Linnet cancelled then never responded to repeated calls to reschedule. If local politicians aren't prepared to publicly discuss and defend the science and reasoning behind their policy decisions, they have no business making those policy decisions.

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I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian

[leslie.manookian@me.com](mailto:leslie.manookian@me.com)

**Lisa Enourato**

---

**From:** Chrissi <chrissibird@protonmail.com>  
**Sent:** Monday, February 07, 2022 11:00 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** mask mandate

Dear Ketchum Mayor and city council,

I am writing to you because I was shocked by your choice to continue the mask mandate last week when there is abundant evidence that this doesn't stop the spread of Covid and in fact does harm to people's health and well being. It has also served to divide people and in these times we need to come together.

My question is why are you continuing to enforce this measure when there is so much scientific evidence it does not work; even the CDC itself says masks do not stop the spread of Covid. I expect you have been sent a lot of information showing that masks are ineffective but if you are not aware of it I can send it to you.

Please reconsider the mandate and do away with it entirely. We have put our trust in you all to make good decisions for our community and I ask for you to do that now.

Sincerely,

Chrissi Burnap

Sent with [ProtonMail](#) Secure Email.

## Lisa Enourato

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**From:** Allison Goodwin <allisongoodwin1@gmail.com>  
**Sent:** Monday, February 07, 2022 11:00 AM  
**To:** Leslie Manookian  
**Cc:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate; Angenie McCleary; Martha Burke; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; Stone Lara; Keith Roark  
**Subject:** Re: Misinformation, open discourse, and hypocrisy

I meant to include this clip from Catherine Austin Fitts,  
Thank you Again,  
Allison

[https://live.childrenshealthdefense.org/shows/financial-rebellion?utm\\_source=salsa&utm\\_medium=email&utm\\_campaign=chd\\_tv&eType=EmailBlastContent&eId=9bd0ae05-f6a7-4fe9-a62e-1025f38686e5](https://live.childrenshealthdefense.org/shows/financial-rebellion?utm_source=salsa&utm_medium=email&utm_campaign=chd_tv&eType=EmailBlastContent&eId=9bd0ae05-f6a7-4fe9-a62e-1025f38686e5)

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Warm Springs

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the true story. (See [here](#), [here](#), [here](#), and [here](#). In fact, the situation [across the world](#), the US, and even here at home is [worse](#) than before any of these measures were implemented. It's time to stop them.

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Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian  
[leslie.manookian@me.com](mailto:leslie.manookian@me.com)

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Allison Goodwin  
775.781.1837



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Allison Goodwin  
775.781.1837

## Lisa Enourato

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**From:** Steven Brown <sbketchum@gmail.com>  
**Sent:** Monday, February 07, 2022 11:01 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Cc:** Leslie Manookian  
**Subject:** Re: Misinformation, open discourse, and hypocrisy

Dear Ketchum Mayor and City Council,

I agree with Leslie's premise in the email below that she sent to all of you. The data is in and these mandates are not working. The local paper continues to create misleading headlines to drum up fear. I have no idea why but it's alarming to me that local politicians would essentially be practicing medicine without being better informed. The censorship and failure to have open discussions backed up by legitimate studies is not right. There should be no mandates imposed period. Masks are ineffective and harmful and the vaccines have been proven ineffective and can be harmful. Research needs to be done before imposing mandates that violate our personal sovereignty and freedoms. If something isn't working why would you keep doing it? The emergency is over, so give us back our freedom. The masks are damaging our children. Please go to the links provided and consider the information. Why don't you try something that has been working, early treatment. You could put together a working group and promote inexpensive early treatment protocols and healthy habits. I suspect many more lives would be saved. Which is what we all want. The information is out there for anyone who does the research, it can be found in spite of the censorship.

Thank you for your consideration.

Sincerely,

Steven Brown

Sent from my iPhone

On Feb 7, 2022, at 10:01 AM, Leslie Manookian <leslie.manookian@me.com> wrote:

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Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian  
[leslie.manookian@me.com](mailto:leslie.manookian@me.com)

**Lisa Enourato**

---

**From:** Bob Pedersen <bobpedersen01@gmail.com>  
**Sent:** Monday, February 07, 2022 11:17 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** End the Mask Mandate

Dear Ketchum Mayor and City Council Members,

For two years now, people have been listening to the so-called 'experts', with all kinds of conflicting information. It is time to stop listening to the so-called 'experts' and use your own common sense. People have to be able to breathe in and to exhale. All the masks can do are to disperse the air, but not filter the air that people in close settings are sharing. This is just common sense.

Why some people get sick and others do not has more to do with how strong their immune systems work. This is just common sense.

If some people feel safe wearing a mask, let them wear a mask. However, do not force ALL of the people to wear masks. End the mask mandate.

I will not participate in something that does not make sense. I have not and I will not patronize any businesses in Ketchum that require mask wearing indoors. I am a long time Wood River Valley resident.

Sincerely,  
Bob Pedersen

Bob Pedersen  
cell: 360-421-4388  
bobpedersen01@gmail.com

## Lisa Enourato

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**From:** Suzan Stommel <Suzan@ascente.us>  
**Sent:** Monday, February 07, 2022 11:40 AM  
**To:** nbradshaw@americanbrewing.onmicrosoft.com  
**Cc:** Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate;  
amccleary@co.blaine.id.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org;  
heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; larastone@blaineschools.org  
**Subject:** Please End the Mask Mandate

To the elected leaders of Blaine County -

We're writing to add our names to the list of people who say it's time to end mandating masking. Those who want to wear them are welcome to - without any judgement. But those who are against mandatory mask wearing need to have our voices heard.

Thank you,  
Suzan & Pete Stommel

**Lisa Enourato**

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**From:** Kris Haynes <krisHaynes5b@gmail.com>  
**Sent:** Monday, February 07, 2022 11:40 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Mask mandates

Ketchum City Council,

Please consider the current situation with mandates. Wearing a mask should be a choice as described in our constitution. Mandates are not a legal law and therefore cannot be forced. There is more evidence coming out about the negative effects of mask wearing. Bottom line is this should be an individual choice. We live in a beautiful community that's being destroyed by this type of overreach, let's try and get back to individual liberties, supporting one another and loving being in this valley.

Blaine County Resident  
Kris Haynes  
Sent from my iPhone

**From:** [Lori McNee](#)  
**To:** [Neil Bradshaw](#); [Amanda Breen](#); [Jim Slanetz](#); [Courtney Hamilton](#); [Michael David](#); [Participate](#)  
**Subject:** Please vote to END THE MASK MANDATES!!!  
**Date:** Monday, February 07, 2022 11:41:54 AM

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Dear Ketchum City Council,

Please vote to **END THE MASK MANDATES!!!**

Even the CDC has admitted that cloth masks don't work and are nothing more than facial decorations. "Cloth **masks** are little more than **facial decorations** and should not be considered an acceptable form of **face** covering." <https://www.nytimes.com/2022/01/14/health/cloth-masks-covid-cdc.html?referringSource=articleShare>

Cloth masks and N95s are very dangerous. They drastically elevate CO2 levels and cause neurological damage which is especially dangerous for child development.  
<https://healthfreedomdefense.org/masks-arent-just-ineffective-theyre-dangerous/>  
<https://www.medrxiv.org/content/10.1101/2021.08.10.21261846v1.full.pdf>

Even Prime Minister Boris Johnson announced face masks will no longer be mandated and are a personal choice! <https://www.bbc.com/news/uk-60047438>

South Central Health District acknowledge the harmful mental health impact of masks and therefore allow employees to make their own personal choice. Masks should be a personal choice!

Life south of Blaine County is refreshing, happy and way more normal! In Buhl, Gooding, Hagerman, Wendell, and Twin Falls, the majority of shoppers and people in other public areas including government buildings are maskless.

That is freedom of choice and the American way. Please end these unrealistic, unhealthy and unAmerican mandates.

With respect,

Lori McNee  
(Blaine Co resident since 1985)

<https://www.msn.com/en-us/health/medical/cdc-director-covid-vaccines-cant-prevent-transmission-anymore/ar-AASDndg>  
<https://townhall.com/tipsheet/katiepavlich/2022/01/11/pfizer-ceo-our-vaccines-offer-little-protection-n2601670>  
[https://www.rebelnews.com/bill\\_gates\\_admits\\_covid\\_19\\_vaccines\\_dont\\_stop\\_viral\\_transmission](https://www.rebelnews.com/bill_gates_admits_covid_19_vaccines_dont_stop_viral_transmission)





**Lisa Enourato**

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**From:** Brian Opp <oppconst@gmail.com>  
**Sent:** Monday, February 07, 2022 11:55 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** No Mask Orders Please!

The jury is out, and masking is ridiculous. The data is in, and when comparing places that mask vs. places that don't mask, has NO impact on getting Covid.

Lets let everyone get back to normal and stop this abuse of power.

Brian Opp



**CITY OF KETCHUM**  
**MEETING MINUTES OF THE CITY COUNCIL**  
Tuesday, January 18, 2022

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**CALL TO ORDER:** *(00:17:33 in video)*

Mayor, Bradshaw called the meeting of Ketchum City Council to order at 4:00 p.m.

**Roll Call:**

Mayor, Neil Bradshaw  
Jim Slanetz  
Courtney Hamilton (Via Zoom)  
Amanda Breen (Via Zoom)  
Michael David (Via Zoom)

**Also Present:**

Jade Riley - City Administrator  
Carissa Connelly – Housing Strategist  
Tara Fenwick - City Clerk & Administrative Business Manager  
Suzanne Frick - Director, Planning and Building  
Morgan Landers - Senior Planner  
Matt Johnson - Legal Counsel (Via Zoom)  
Nathan Jerke – Idaho Transportation Department  
Todd Johnson – Idaho Transportation Department  
Jessica Williams – Idaho Transportation Department  
Sheri Newland – City Engineer

Mayor, Neil Bradshaw installed Councilor, Courtney Hamilton. City Council will vote on a Council President in February.

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

Mayor, Neil Bradshaw commented on rising Covid-19 counts and recommended additional conversation on the mask Ordinance in coming weeks.

Councilors, Amanda Breen, and Courtney Hamilton shared comments related to Covid-19.

Councilor, Jim Slanetz expressed gratitude for the creation of an enjoyable Community ice rink.

Public Comment: as posted in the meeting packet.

Communication from City Administrator: none.

**CONSENT AGENDA:** *(00:24:00 in video)*

Courtney Hamilton made a comment on item 11.

**Motion to approve consent agenda. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Michael David. All in Favor.**

**PUBLIC HEARING:** *(00:27:45 in video)*

**Recommendation to conduct a public hearing and conduct third reading of short-term rental Ordinance #1230.**

Councilor, Jim Slanetz abstained.

Mayor, Neil Bradshaw, asked for public comment.

**Public Comment:**

|              |                   |
|--------------|-------------------|
| Annie Kaiser | 00:29:00 in video |
|--------------|-------------------|

Mayor, Neil Bradshaw, closed public comment.

**Motion to conduct the third reading of Ordinance #1230. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Amanda Breen. 3 in Favor. 1 Abstained.**

City Clerk, Tara Fenwick, read the title of Ordinance #1230.

**Recommendation to conduct a public hearing and conduct first reading of Zoning Ordinance #1232.**

Mayor, Neil Bradshaw, asked for public comment.

**Public Comment:**

None.

Mayor, Neil Bradshaw, closed public comment.

**Motion to conduct the first reading of Ordinance #1232. Motion made by Councilor, Amanda Breen, seconded by Councilor, Jim Slanetz. All in favor.**

City Clerk, Tara Fenwick, read the title of Ordinance #1232.

**NEW BUSINESS:** *(00:47:09 in video)*

City Administrator, Jade Riley, introduced Idaho Transportation Department to provide the Council a briefing on Highway 75 Improvements (*Elkhorn Road to River Street*). Idaho Transportation Department Project Manager, Nathan Jerke, shared a project briefing.

Housing Strategist, Carissa Connelly, shared an update on the Ketchum Community Housing Action Plan.

City Administrator, Jade Riley, shared a Quarterly progress report on Fiscal Year 2022 Capital Improvement Projects.

City Administrator, Jade Riley, provided a briefing on the Renegotiation Process for Franchise Agreement with Idaho Power.

**ADJOURNMENT:**

**Motion to adjourn at 6:27 p.m. Motion made by Councilor, Jim Slanetz, seconded by Councilor, Courtney Hamilton. All in Favor.**

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Mayor, Neil Bradshaw

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City Clerk, Tara Fenwick

## Report Criteria:

Invoices with totals above \$0 included.  
 Paid and unpaid invoices included.  
 [Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"  
 Invoice Detail.Voided = No,Yes

| Vendor Name                                            | Invoice Number | Description                                  | Net Invoice Amount |
|--------------------------------------------------------|----------------|----------------------------------------------|--------------------|
| <b>GENERAL FUND</b>                                    |                |                                              |                    |
| <b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>       |                |                                              |                    |
| IDAHO GLULAM INC                                       | 012522         | REFUND: Tax Overpayment                      | 2,014.99           |
| Total :                                                |                |                                              | 2,014.99           |
| <b>LEGISLATIVE &amp; EXECUTIVE</b>                     |                |                                              |                    |
| <b>01-4110-3100 OFFICE SUPPLIES &amp; POSTAGE</b>      |                |                                              |                    |
| CDW GOVERNMENT, INC.                                   | 7354547        | Apple Smart KB 11in iPad Pro: Michael David  | 186.91             |
| CDW GOVERNMENT, INC.                                   | Q536425        | Apple iPad Pro: Michael David                | 811.18             |
| Total LEGISLATIVE & EXECUTIVE:                         |                |                                              | 998.09             |
| <b>ADMINISTRATIVE SERVICES</b>                         |                |                                              |                    |
| <b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>      |                |                                              |                    |
| COPY & PRINT, L.L.C.                                   | 120063         | Binders                                      | 52.80              |
| COPY & PRINT, L.L.C.                                   | 120108         | Printing SC 2x10                             | 18.90              |
| COPY & PRINT, L.L.C.                                   | 121022         | Binders                                      | 59.94              |
| COPY & PRINT, L.L.C.                                   | 121042         | Post-Its                                     | 40.12              |
| COPY & PRINT, L.L.C.                                   | 308            | Sharpie Fine Point                           | 64.26              |
| GEM STATE PAPER & SUPPLY                               | 1064716        | Tea & Cocoa Pods                             | 142.93             |
| GEM STATE PAPER & SUPPLY                               | 1064716-01     | Coffee Pods                                  | 120.74             |
| GEM STATE PAPER & SUPPLY                               | 1066964        | Trash Bags, Toilet Paper, Wypall Wiper Roll  | 268.41             |
| GEM STATE PAPER & SUPPLY                               | 1066964-01     | Wypall Wiper                                 | 65.34              |
| PITNEY BOWES - RESERVE ACC                             | 1019797578     | Ink Cartridge (RETURNED- Wrong Size)         | 80.74              |
| PITNEY BOWES - RESERVE ACC                             | 1019797578     | Ink Cartridge                                | 161.48             |
| PITNEY BOWES - RESERVE ACC                             | 1019834540     | Ink Cartridges                               | 237.98             |
| PITNEY BOWES - RESERVE ACC                             | 1019868894     | Ink Cartridge                                | 118.99             |
| <b>01-4150-4200 PROFESSIONAL SERVICES</b>              |                |                                              |                    |
| BLUE PINE CREATIVE                                     | 52             | Graphic Design Work & Website Development    | 255.00             |
| BLUE PINE CREATIVE                                     | 54             | Graphic Design Work & Website Development    | 4,200.00           |
| VALLEY TEMP SERVICES INC                               | 011422         | ELIZABETH INSINGER                           | 104.00             |
| BEST DAY HR                                            | 44578          | HR Investigation, Report, Resolution Actions | 2,063.00           |
| <b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b> |                |                                              |                    |
| EXPRESS PUBLISHING, INC.                               | 123121         | 10002196 123121                              | 2,945.34           |
| <b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>     |                |                                              |                    |
| CENTURY LINK                                           | 2087264135 01  | 2087264135 011322                            | 560.05             |
| CENTURY LINK                                           | 2087265574 01  | 2087265574 011322                            | 56.98              |
| SYRINGA NETWORKS, LLC                                  | 22JAN0345      | 22JAN0345                                    | 800.00             |
| SYRINGA NETWORKS, LLC                                  | 22JAN0345      | 22JAN0345                                    | 500.00             |
| SYRINGA NETWORKS, LLC                                  | 22JAN0345      | 22JAN0345                                    | 700.00             |
| COX BUSINESS                                           | 050589901 010  | 050589901 010622                             | 173.29             |
| <b>01-4150-5110 COMPUTER NETWORK</b>                   |                |                                              |                    |
| CDW GOVERNMENT, INC.                                   | Q467270        | Adobe Acrobat, Software                      | 1,514.17           |

| Vendor Name                                      | Invoice Number | Description                                                                   | Net Invoice Amount |
|--------------------------------------------------|----------------|-------------------------------------------------------------------------------|--------------------|
| INTEGRATED TECHNOLOGIES                          | 182935         | Printer Contract                                                              | 890.20             |
| DELL FINANCIAL SERVICES                          | 81156477       | 001-8998447-005 January Renewal                                               | 454.26             |
| DELL FINANCIAL SERVICES                          | 81159562       | 001-9009257-001 February Rentals                                              | 1,465.97           |
| <b>01-4150-5150 COMMUNICATIONS</b>               |                |                                                                               |                    |
| AMICK, TRAVIS                                    | 26             | SV Drone Photo                                                                | 75.00              |
| SNEE, MOLLY                                      | 2202           | January Retainer Fee & Social Media Rate                                      | 4,150.00           |
| <b>01-4150-5200 UTILITIES</b>                    |                |                                                                               |                    |
| CLEAR CREEK DISPOSAL                             | 0001502570     | 4th St & East AVE                                                             | 63.60              |
| IDAHO POWER                                      | 2200749261 01  | 2200749261 012422                                                             | 1,315.34           |
| IDAHO POWER                                      | 2203990334 01  | 2203990334 011122                                                             | 50.21              |
| IDAHO POWER                                      | 2206570869 01  | 2206570869 011122                                                             | 10.08              |
| IDAHO POWER                                      | 2224128120 01  | 2224128120 012122                                                             | 967.78             |
| INTERMOUNTAIN GAS                                | 32649330001 0  | 32649330001 012522                                                            | 1,053.72           |
| INTERMOUNTAIN GAS                                | 44919030005 0  | 44919030005 012522                                                            | 50.53              |
| INTERMOUNTAIN GAS                                | 76053745030 0  | 76053745030 012522                                                            | 894.69             |
| Total ADMINISTRATIVE SERVICES:                   |                |                                                                               | 26,584.36          |
| <b>LEGAL</b>                                     |                |                                                                               |                    |
| <b>01-4160-4200 PROFESSIONAL SERVICES</b>        |                |                                                                               |                    |
| WHITE PETERSON                                   | 24892R 123121  | General Services 24892R 123121                                                | 15,500.00          |
| <b>01-4160-4270 CITY PROSECUTOR</b>              |                |                                                                               |                    |
| ALLINGTON, ESQ., FREDERICK                       | 120283         | Monthly Prosecutor Payment                                                    | 3,769.92           |
| Total LEGAL:                                     |                |                                                                               | 19,269.92          |
| <b>PLANNING &amp; BUILDING</b>                   |                |                                                                               |                    |
| <b>01-4170-4210 PROFESSIONAL SERVICES - IDBS</b> |                |                                                                               |                    |
| DIVISION OF BUILDING SAFETY                      | 011122         | December 2021 Building Permit fees                                            | 12,318.35          |
| Total PLANNING & BUILDING:                       |                |                                                                               | 12,318.35          |
| <b>NON-DEPARTMENTAL</b>                          |                |                                                                               |                    |
| <b>01-4193-4200 PROFESSIONAL SERVICE</b>         |                |                                                                               |                    |
| EXPRESS PUBLISHING, INC.                         | 123121         | 10002196 123121                                                               | 3,697.60           |
| SPUR COMMUNITY FOUNDATIO                         | 1429           | Monthly fee for donation precessing per Warm Springs Preserve Grant Agreement | 5,000.00           |
| SPUR COMMUNITY FOUNDATIO                         | 1465           | Monthly fee for donation precessing per Warm Springs Preserve Grant Agreement | 5,000.00           |
| <b>01-4193-4500 1ST/WASHINGTON RENT</b>          |                |                                                                               |                    |
| URBAN RENEWAL AGENCY                             | 5429           | Parking Lot Rent- February 2022                                               | 3,000.00           |
| <b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b> |                |                                                                               |                    |
| BLUE PINE CREATIVE                               | 112            | Graphic Design Work & Website Development                                     | 3,900.00           |
| Total NON-DEPARTMENTAL:                          |                |                                                                               | 20,597.60          |
| <b>FACILITY MAINTENANCE</b>                      |                |                                                                               |                    |
| <b>01-4194-3200 OPERATING SUPPLIES</b>           |                |                                                                               |                    |
| GEM STATE PAPER & SUPPLY                         | 1066479        | Soap Dispenser, Soap, Seat Covers                                             | 158.39             |
| GEM STATE PAPER & SUPPLY                         | 1066487        | Refund - Foam Soap                                                            | 136.05-            |

| Vendor Name                                            | Invoice Number | Description                         | Net Invoice Amount |
|--------------------------------------------------------|----------------|-------------------------------------|--------------------|
| GEM STATE PAPER & SUPPLY                               | 1066676        | Tissue and Seat Covers              | 115.70             |
| <b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>       |                |                                     |                    |
| UNITED OIL                                             | 38950 011522   | Late Charge                         | 2.07               |
| UNITED OIL                                             | 984388         | 38950 011522                        | 422.36             |
| <b>01-4194-4200 PROFESSIONAL SERVICES</b>              |                |                                     |                    |
| BIG WOOD LANDSCAPE, INC.                               | 25801          | Snow Removal- Sidewalks 2nd St Lot  | 1,014.00           |
| BIG WOOD LANDSCAPE, INC.                               | 25802          | Snow Removal- 4th St Pushing        | 3,187.50           |
| BIG WOOD LANDSCAPE, INC.                               | 25803          | Snow Removal- 511 BLDG              | 987.00             |
| BIG WOOD LANDSCAPE, INC.                               | 25804          | Snow Removal- Memory Park Sidewalks | 1,045.50           |
| BIG WOOD LANDSCAPE, INC.                               | 25805          | Snow Removal- 4th St by Library     | 1,500.00           |
| BIG WOOD LANDSCAPE, INC.                               | 25806          | Snow Removal- SD Sidewalks          | 955.50             |
| BIG WOOD LANDSCAPE, INC.                               | 25807          | Snow Removal- Forest Service Park   | 1,029.00           |
| BIG WOOD LANDSCAPE, INC.                               | 25808          | Snow Removal- KTS Sidewalks         | 1,472.25           |
| BIG WOOD LANDSCAPE, INC.                               | 25809          | Snow Removal- Ketchum Town Square   | 4,600.00           |
| BIG WOOD LANDSCAPE, INC.                               | 25810          | Snow Removal- Town Square           | 1,413.75           |
| BIG WOOD LANDSCAPE, INC.                               | 25812          | Snow Removal- Ore Wagon             | 927.00             |
| <b>01-4194-5200 UTILITIES</b>                          |                |                                     |                    |
| CLEAR CREEK DISPOSAL                                   | 0001501642     | 1803 Warm Springs Road              | 57.64              |
| CLEAR CREEK DISPOSAL                                   | 0001501642     | TAX EXEMPT                          | .27-               |
| CLEAR CREEK DISPOSAL                                   | 0001502324     | Ketchum Town Square                 | 137.00             |
| IDAHO POWER                                            | 2201272487 01  | 2201272487 012122                   | 231.39             |
| IDAHO POWER                                            | 2203313446 01  | 2203313446 011022                   | 5.36               |
| IDAHO POWER                                            | 2203538992 01  | 2203538992 012122                   | 53.71              |
| INTERMOUNTAIN GAS                                      | 32649330001 0  | 32649330001 012522                  | 36.53              |
| INTERMOUNTAIN GAS                                      | 65669030002 0  | 65669030002 012522                  | 10.40              |
| <b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b> |                |                                     |                    |
| UNITED OIL                                             | 396055         | 37269 122921                        | 1,809.62           |
| <b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>     |                |                                     |                    |
| BIG WOOD LANDSCAPE, INC.                               | 25813          | Snow Removal- Visitors Center       | 1,836.00           |
| CENTURY LINK                                           | 2087250932 01  | 2087250932 010422                   | 55.53              |
| CLEAR CREEK DISPOSAL                                   | 0001502656     | 491 Sun Valley Road- Starbucks      | 1,893.56           |
| IDAHO POWER                                            | 2202522062 01  | 2202522062 012122                   | 495.76             |
| INTERMOUNTAIN GAS                                      | 17499804809 0  | 17499804809 012522                  | 454.07             |
| <b>01-4194-6950 MAINTENANCE</b>                        |                |                                     |                    |
| A.C. HOUSTON LUMBER CO.                                | 2201-882030    | Drywall Anchor                      | 7.80               |
| WOOD RIVER LOCK SHOP, LLC                              | 18035          | Keys                                | 13.50              |
| Total FACILITY MAINTENANCE:                            |                |                                     | 25,791.57          |
| <b>POLICE</b>                                          |                |                                     |                    |
| <b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>       |                |                                     |                    |
| UNITED OIL                                             | 984397         | 39060 011522                        | 203.50             |
| <b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>         |                |                                     |                    |
| CALE AMERICA, INC.                                     | 167250         | December 2021 Active Meters         | 165.00             |
| <b>01-4210-4200 PROFESSIONAL SERVICES</b>              |                |                                     |                    |
| MOUNTAIN HUMANE                                        | 1              | QUARTERLY PAYMENT                   | 600.00             |
| <b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>        |                |                                     |                    |
| BLAINE COUNTY CLERK/RECOR                              | 201049         | BCSO Law Enforcement Services       | 130,714.08         |

| Vendor Name                                           | Invoice Number | Description                                  | Net Invoice Amount |
|-------------------------------------------------------|----------------|----------------------------------------------|--------------------|
| <b>01-4210-5100 TELEPHONE &amp; COMMUNICATIONS</b>    |                |                                              |                    |
| CENTURY LINK                                          | 2087267848 01  | 2087267848 011322                            | 55.73              |
| Total POLICE:                                         |                |                                              | 131,738.31         |
| <b>FIRE &amp; RESCUE</b>                              |                |                                              |                    |
| <b>01-4230-3200 OPERATING SUPPLIES FIRE</b>           |                |                                              |                    |
| A.C. HOUSTON LUMBER CO.                               | 2201-876639    | Spray PAint-Black, Ice Melt                  | 19.99              |
| A.C. HOUSTON LUMBER CO.                               | 2201-877519    | Cutoff Disc Mtl Kerf 4 IN. for Rescue 1      | 45.48              |
| A.C. HOUSTON LUMBER CO.                               | 2201-877605    | Cutoff Disc Mtl Kerf 4 1/2 IN. for Rescue 1  | 36.90              |
| A.C. HOUSTON LUMBER CO.                               | 2201-879577    | 3/8 x 12 Bosch Extreme SDS+                  | 10.09              |
| ATKINSONS' MARKET                                     | 04153931       | Coffee                                       | 27.54              |
| BUSINESS AS USUAL INC.                                | 157286         | Misc. Office Supplies                        | 7.55               |
| C.W. NIELSEN MFG. CORPORATI                           | 42421          | Various Badges                               | 685.80             |
| CHATEAU DRUG CENTER                                   | 2495015        | Ice Melt                                     | 18.99              |
| CHATEAU DRUG CENTER                                   | 2498280        | Cleaning Supplies                            | 7.59               |
| CONSOLIDATED ELECTRICAL DI                            | 3755-1022278   | 1/8 240 FT Fish Tape                         | 48.42              |
| COPY & PRINT, L.L.C.                                  | 152            | Flash Drives                                 | 17.93              |
| COPY & PRINT, L.L.C.                                  | 619            | Hole Reinforcements                          | 2.39               |
| GEM STATE PAPER & SUPPLY                              | 1066595        | Paper Supplies                               | 172.88             |
| GEM STATE PAPER & SUPPLY                              | 1066595-01     | Tissue and Trash Bags                        | 21.40              |
| GEM STATE PAPER & SUPPLY                              | 1067296        | Floor Mats                                   | 206.39             |
| <b>01-4230-3210 OPERATING SUPPLIES EMS</b>            |                |                                              |                    |
| A.C. HOUSTON LUMBER CO.                               | 2201-876639    | Spray PAint - Black, Ice Melt                | 19.98              |
| A.C. HOUSTON LUMBER CO.                               | 2201-879577    | 3/8 x 12 Bosch Extreme SDS+                  | 10.10              |
| ATKINSONS' MARKET                                     | 04153931       | Coffee                                       | 27.54              |
| BOUNDTREE MEDICAL                                     | 84353192       | Medical Supplies                             | 90.50              |
| BOUNDTREE MEDICAL                                     | 84369457       | Medical Supplies                             | 40.47              |
| BUSINESS AS USUAL INC.                                | 157286         | Misc. Office Supplies                        | 7.55               |
| CHATEAU DRUG CENTER                                   | 2495015        | Ice Melt                                     | 18.99              |
| CHATEAU DRUG CENTER                                   | 2498280        | Cleaning Supplies                            | 7.59               |
| CONSOLIDATED ELECTRICAL DI                            | 3755-1022278   | 1/8 240 FT Fish Tape                         | 48.41              |
| COPY & PRINT, L.L.C.                                  | 152            | Flash Drives                                 | 17.92              |
| COPY & PRINT, L.L.C.                                  | 619            | Hole reinforcements                          | 2.38               |
| GEM STATE PAPER & SUPPLY                              | 1066595        | Paper Supplies                               | 172.88             |
| GEM STATE PAPER & SUPPLY                              | 1066595-01     | Tissue and Trash Bags                        | 21.40              |
| GEM STATE PAPER & SUPPLY                              | 1067296        | Floor Mats                                   | 206.39             |
| NORTH AMERICAN RESCUE LLC                             | IN560070       | Tourniquets                                  | 124.08             |
| NORTH AMERICAN RESCUE LLC                             | IN563306       | Airway, Suproglottic                         | 69.60              |
| NORTH AMERICAN RESCUE LLC                             | IN565001       | Airway, Suproglottic                         | 139.20             |
| LINDE GAS & EQUIPMENT INC.                            | 68434420       | Cylinder Rental                              | 62.40              |
| HENRY SCHEIN                                          | 15388794       | Medical Supplies                             | 257.99             |
| HENRY SCHEIN                                          | 15465288       | Medical Supplies                             | 172.80             |
| HENRY SCHEIN                                          | 15570900       | Medical Supplies                             | 181.75             |
| INDUSTRIAL SAFETY PRODUCT                             | INV-248876     | EMS Safety Equipment Grant #EMW2020 FG05094  | 4,510.58           |
| INDUSTRIAL SAFETY PRODUCT                             | INV-248876     | EMS Safety Equipment Fire Department's share | 237.40             |
| <b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b> |                |                                              |                    |
| UNITED OIL                                            | 984283         | 37267 011522                                 | 237.65             |
| UNITED OIL                                            | 985343         | 37267 013122                                 | 297.57             |
| <b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>  |                |                                              |                    |
| UNITED OIL                                            | 984283         | 37267 011522                                 | 183.29             |
| UNITED OIL                                            | 985343         | 37267 013122                                 | 160.06             |



| Vendor Name                                                | Invoice Number | Description                             | Net Invoice Amount |
|------------------------------------------------------------|----------------|-----------------------------------------|--------------------|
| <b>01-4230-4900 TRAINING/TRAVEL/MTG FIRE</b>               |                |                                         |                    |
| A.C. HOUSTON LUMBER CO.                                    | 2201-880520    | 48" X 3/4 Dowell                        | 12.57              |
| <b>01-4230-4910 TRAINING EMS</b>                           |                |                                         |                    |
| BINNIE, ED                                                 | 01252022       | Reimbursement for Avalanche Class Hotel | 886.57             |
| IDAHO DEPT. OF HEALTH & WEL                                | 4959           | ALS License Paramedic - Emily White     | 35.00              |
| <b>01-4230-4920 TRAINING-FACILITY</b>                      |                |                                         |                    |
| CLEAR CREEK DISPOSAL                                       | 0001501924     | 1848 219 Lewis Street (Training Ctr)    | 57.46              |
| IDAHO POWER                                                | 2224210258 01  | 2224210258 010722                       | 52.23              |
| <b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>     |                |                                         |                    |
| SYRINGA NETWORKS, LLC                                      | 22JAN0345      | 22JAN0345                               | 25.00              |
| SYRINGA NETWORKS, LLC                                      | 22JAN0345      | 22JAN0345                               | 450.00             |
| 49 ER COMMUNICATIONS INC.                                  | 62781          | Flexible Antenna Roof Mount             | 79.23              |
| CENTRALSQUARE                                              | 343274         | Mobile License Fees/Maintenance Fees    | 1,102.61           |
| ESCHAT                                                     | 20220107-26    | 2022 ESChat Subscription                | 269.40             |
| <b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>      |                |                                         |                    |
| SYRINGA NETWORKS, LLC                                      | 22JAN0345      | 22JAN0345                               | 25.00              |
| SYRINGA NETWORKS, LLC                                      | 22JAN0345      | 22JAN0345                               | 450.00             |
| 49 ER COMMUNICATIONS INC.                                  | 62781          | Flexible Antenna Roof Mount             | 79.22              |
| CENTRALSQUARE                                              | 343274         | Mobile License Fees/Maintenance Fees    | 1,102.61           |
| ESCHAT                                                     | 20220107-26    | 2022 ESChat Subscription                | 269.40             |
| <b>01-4230-5200 UTILITIES</b>                              |                |                                         |                    |
| CLEAR CREEK DISPOSAL                                       | 0001502060     | 107 Saddle Rd - 2313                    | 276.62             |
| IDAHO POWER                                                | 2226144497 01  | 2226144497 012622                       | 2,056.22           |
| INTERMOUNTAIN GAS                                          | 26223127833 0  | 26223127833 012622                      | 2,304.79           |
| <b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>     |                |                                         |                    |
| ALSCO - AMERICAN LINEN DIVI                                | LBOI1954716    | 5109 010322                             | 12.27              |
| ALSCO - AMERICAN LINEN DIVI                                | LBOI1958205    | 5109 011722                             | 12.27              |
| ALSCO - AMERICAN LINEN DIVI                                | LBOI1961646    | 5109 013122                             | 12.27              |
| RIVER RUN AUTO PARTS                                       | 6538-174707    | Oil for Motorcycles                     | 4.98               |
| RIVER RUN AUTO PARTS                                       | 6538-174708    | Oil for Motorcycles                     | 4.98               |
| RIVER RUN AUTO PARTS                                       | 6538-174788    | Oil for TSU                             | 73.44              |
| RIVER RUN AUTO PARTS                                       | 6538-174858    | Battery for Rescue 1                    | 319.90             |
| <b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>      |                |                                         |                    |
| A.C. HOUSTON LUMBER CO.                                    | 2112-871280    | Gloves for Amb 21                       | 34.54              |
| ALSCO - AMERICAN LINEN DIVI                                | LBOI1954716    | 5106 010322                             | 12.26              |
| ALSCO - AMERICAN LINEN DIVI                                | LBOI1958205    | 5109 011722                             | 12.26              |
| ALSCO - AMERICAN LINEN DIVI                                | LBOI1961646    | 5109 013122                             | 12.26              |
| CHATEAU DRUG CENTER                                        | 2498640        | Bungee Crd for Amb 22                   | 5.67               |
| RIVER RUN AUTO PARTS                                       | 6538-174707    | Oil for Motorcycles                     | 4.97               |
| RIVER RUN AUTO PARTS                                       | 6538-174708    | Oil for Motorcycles                     | 4.97               |
| <b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                                         |                    |
| ELITE EXTRICATION & EQUIPM                                 | 703            | Annual Tool Service                     | 600.00             |
| Total FIRE & RESCUE:                                       |                |                                         | 19,316.78          |
| <b>STREET</b>                                              |                |                                         |                    |
| <b>01-4310-3200 OPERATING SUPPLIES</b>                     |                |                                         |                    |
| A.C. HOUSTON LUMBER CO.                                    | 2201-875154    | 5 Gallon Buckets & Lids                 | 26.04              |

| Vendor Name                                                | Invoice Number | Description                                     | Net Invoice Amount |
|------------------------------------------------------------|----------------|-------------------------------------------------|--------------------|
| CHATEAU DRUG CENTER                                        | 2495937        | iPhone Charger, cable, wall block               | 94.94              |
| GEM STATE PAPER & SUPPLY                                   | 1065369-01     | Scissors, Vinyl Gloves                          | 61.75              |
| GEM STATE PAPER & SUPPLY                                   | 1066244        | Kleenex, AA Batteries, Glass Cleaner, Towels    | 139.05             |
| WAKE UP AND LIVE, INC.                                     | 13032          | Coffee for crew                                 | 427.71             |
| <b>01-4310-3400 MINOR EQUIPMENT</b>                        |                |                                                 |                    |
| NAPA AUTO PARTS                                            | 088136         | Hotsy Power Washer: Impact Socket               | 8.69               |
| NAPA AUTO PARTS                                            | 089175         | #52 966 M: 12V Accessory Plug                   | 3.69               |
| <b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>           |                |                                                 |                    |
| UNITED OIL                                                 | 984285         | 37269 011522                                    | 8,274.90           |
| UNITED OIL                                                 | 985345         | 37269 013122                                    | 5,464.21           |
| <b>01-4310-4200 PROFESSIONAL SERVICES</b>                  |                |                                                 |                    |
| BIG WOOD LANDSCAPE, INC.                                   | 25811          | Snow Removal- Neil's Way                        | 1,587.50           |
| S. ERWIN EXCAVATION INC                                    | 22-043         | Snow Hauling Service                            | 4,792.50           |
| HIATT TRUCKING, INC.                                       | 3375           | Snow Hauling Service                            | 20,000.00          |
| HIATT TRUCKING, INC.                                       | 3375           | SNOW HAULING                                    | 6,235.00           |
| HIATT TRUCKING, INC.                                       | 3406           | SNOW HAULING                                    | 8,640.00           |
| IRISH ELECTRIC                                             | 129121         | Install New 30 AMP - New City Hall (Alley Work) | 1,870.00           |
| LUNCEFORD EXCAVATION, INC.                                 | 12830          | Snow Hauling                                    | 10,935.00          |
| RICK'S EXCAVATION, INC.                                    | 678            | Snow Hauling Service                            | 4,095.00           |
| WEBB LANDSCAPING                                           | 113021         | New City Hall: Pavers (Alley Work)              | 6,527.11           |
| WEBB LANDSCAPING                                           | 113021         | New City Hall: Pavers (Alley Work)              | 3,285.89           |
| WESTERN STATES CAT                                         | IN001904011    | Dozer Rental                                    | 5,988.50           |
| CANYON EXCAVATION. LLC                                     | 2355           | Snow Hauling Service                            | 6,165.00           |
| CANYON EXCAVATION. LLC                                     | 2355           | Snow Hauling Service                            | 9,000.00           |
| <b>01-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>         |                |                                                 |                    |
| SYRINGA NETWORKS, LLC                                      | 22JAN0345      | 22JAN0345                                       | 500.00             |
| <b>01-4310-5200 UTILITIES</b>                              |                |                                                 |                    |
| CLEAR CREEK DISPOSAL                                       | 0001501639     | 200 10th St                                     | 100.00             |
| IDAHO POWER                                                | 2204882910 01  | 2204882910 011222                               | 307.67             |
| IDAHO POWER                                                | 2204882910 01  | 2204882910 011222                               | 10.34              |
| IDAHO POWER                                                | 2204882910 01  | 2204882910 011222                               | 42.72              |
| IDAHO POWER                                                | 2204882910 01  | 2204882910 011222                               | 229.36             |
| INTERMOUNTAIN GAS                                          | 32649330001 0  | 32649330001 012522                              | 1,367.80           |
| INTERMOUNTAIN GAS                                          | 32649330001 0  | 32649330001 012522                              | 421.77             |
| INTERMOUNTAIN GAS                                          | 49439330009 0  | 49439330009 012522                              | 338.66             |
| <b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>     |                |                                                 |                    |
| NAPA AUTO PARTS                                            | 087993         | #43 Ranger: Oil & Air Filter                    | 21.16              |
| NAPA AUTO PARTS                                            | 090803         | #50 Ford Expedition                             | 31.12              |
| <b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                                                 |                    |
| CLEARWATER POWER EQUIPME                                   | 19668          | 9'2" Boss Preformed Edges for #49 F550 Plow     | 560.09             |
| FASTENAL COMPANY                                           | IDJER101031    | Plow Bolts for Snow Bucket                      | 159.81             |
| NAPA AUTO PARTS                                            | 088137         | 966 A&B Loaders: Air Filter                     | 11.58              |
| NAPA AUTO PARTS                                            | 088169         | Hotsey Power Washer: Fuel Filter                | 9.99               |
| NAPA AUTO PARTS                                            | 088234         | CREDIT: Fuel Filter                             | 19.49              |
| NAPA AUTO PARTS                                            | 088302         | Part for Flatbed Struts                         | 81.58              |
| NAPA AUTO PARTS                                            | 088466         | #18 Flatbed                                     | 57.58              |
| NAPA AUTO PARTS                                            | 088713         | Dozer & Loader                                  | 63.64              |
| NAPA AUTO PARTS                                            | 088765         | RETURN: Part for Flatbed Trucks                 | 81.58              |
| NAPA AUTO PARTS                                            | 089176         | #16 Blower                                      | 16.57              |
| NAPA AUTO PARTS                                            | 089178         | #35 Toolcat: Flashers                           | 45.56              |
| NAPA AUTO PARTS                                            | 089886         | Adapters for ToolCat                            | 27.32              |

| Vendor Name             | Invoice Number | Description                             | Net Invoice Amount |
|-------------------------|----------------|-----------------------------------------|--------------------|
| NAPA AUTO PARTS         | 090664         | Trucks: Fitting                         | 42.09              |
| NAPA AUTO PARTS         | 090808         | 966 Loader: Hoiz MIR MT DBL Groove      | 21.92              |
| RIVER RUN AUTO PARTS    | 6538-174361    | #5 Dump Truck: Bushing                  | 4.78               |
| RIVER RUN AUTO PARTS    | 6538-174460    | #52 966 M Loader: Bolt, Washer          | 8.76               |
| SNAKE RIVER HYDRAULICS  | 385198         | #2 Blower: P.S. Pump                    | 376.96             |
| WESTERN STATES CAT      | CM00121639     | Refund - Strip-Wear                     | 315.96             |
| WESTERN STATES CAT      | IN001888274    | #1 Blower: Gear                         | 264.43             |
| WESTERN STATES CAT      | IN001894961    | Air Filter Loader                       | 79.94              |
| WESTERN STATES CAT      | IN001897728    | Mirror - #8 962 Loader                  | 219.93             |
| WESTERN STATES CAT      | IN001900270    | Cutting Edge - U Buckets (Snow Buckets) | 3,616.00           |
| JACKSON GROUP PETERBILT | 263277         | Dozer & Loader: Defrost                 | 100.00             |
| JACKSON GROUP PETERBILT | 264587         | Dump Trucks: Antennas                   | 66.73              |
| WHITE CLOUD             | 100994         | 2 Way Radio Antennas                    | 265.50             |
| HIGH DESERT BOBCAT      | P01052         | #35 Toolcat: Light- Rear Turn           | 86.35              |
| SUNNY COMMUNICATIONS    | 110077         | 2 Way Radios & Shipping                 | 575.00             |

**01-4310-6910 OTHER PURCHASED SERVICES**

|                             |             |                                                               |        |
|-----------------------------|-------------|---------------------------------------------------------------|--------|
| ALSCO - AMERICAN LINEN DIVI | LBOI1957800 | VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT | 38.87  |
| ALSCO - AMERICAN LINEN DIVI | LBOI1959558 | VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT | 38.87  |
| ALSCO - AMERICAN LINEN DIVI | LBOI1961256 | VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT | 38.87  |
| NORCO                       | 34032952    | CO2/Argon, Oxygen                                             | 198.51 |

**01-4310-6920 SIGNS & SIGNALIZATION**

|                      |      |          |        |
|----------------------|------|----------|--------|
| WINDYCITY ARTS, INC. | 1301 | ACM Sign | 333.00 |
|----------------------|------|----------|--------|

**01-4310-6930 STREET LIGHTING**

|             |               |                   |        |
|-------------|---------------|-------------------|--------|
| IDAHO POWER | 2200059315 01 | 2200059315 011022 | 5.36   |
| IDAHO POWER | 2200506786 01 | 2200506786 011022 | 22.74  |
| IDAHO POWER | 2201013857 01 | 2201013857 012122 | 19.44  |
| IDAHO POWER | 2202627564 01 | 2202627564 011022 | 23.72  |
| IDAHO POWER | 2203027632 01 | 2203027632 010622 | 5.31   |
| IDAHO POWER | 2203855230 01 | 2203855230 012122 | 120.13 |
| IDAHO POWER | 2204535385 01 | 2204535385 012122 | 96.89  |
| IDAHO POWER | 2204882910 01 | 2204882910 011222 | 501.40 |
| IDAHO POWER | 2204882910 01 | 2204882910 011222 | 56.38  |
| IDAHO POWER | 2204882910 01 | 2204882910 011222 | 115.86 |
| IDAHO POWER | 2205963446 01 | 2205963446 011022 | 93.76  |
| IDAHO POWER | 2206773224 01 | 2206773224 012122 | 9.98   |
| IDAHO POWER | 2207487501 01 | 2207487501 012122 | 8.54   |
| IDAHO POWER | 2224304721 01 | 2224304721 011022 | 5.31   |

**01-4310-6950 MAINTENANCE & IMPROVEMENTS**

|             |               |                   |       |
|-------------|---------------|-------------------|-------|
| IDAHO POWER | 2201174667 01 | 2201174667 011022 | 14.65 |
|-------------|---------------|-------------------|-------|

Total STREET:

115,085.75

**RECREATION****01-4510-3200 OPERATING SUPPLIES**

|                         |             |                   |       |
|-------------------------|-------------|-------------------|-------|
| A.C. HOUSTON LUMBER CO. | 2201-874464 | Ice Melt          | 31.98 |
| A.C. HOUSTON LUMBER CO. | 2201-874937 | Ice Melt          | 31.98 |
| A.C. HOUSTON LUMBER CO. | 2201-878259 | Washer, Hex Bolts | 2.62  |

**01-4510-3250 RECREATION SUPPLIES**

|                     |         |                                                                     |        |
|---------------------|---------|---------------------------------------------------------------------|--------|
| CHATEAU DRUG CENTER | 2499500 | Batteries                                                           | 129.12 |
| CHATEAU DRUG CENTER | 2502473 | Woodsies, Masking Tape, Duct Tape, Gift TApe, Clear TApe, Softsoap, |        |

| Vendor Name                                          | Invoice Number | Description                                                   | Net Invoice Amount |
|------------------------------------------------------|----------------|---------------------------------------------------------------|--------------------|
| CHATEAU DRUG CENTER                                  | 2504400        | Gluestick                                                     | 41.32              |
|                                                      |                | Duct Tape, Masks, Glue, Borax                                 | 69.72              |
| <b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>   |                |                                                               |                    |
| ATKINSONS' MARKET                                    | 02496742       | Salsa, Cheese, Pizza Sauce                                    | 22.56              |
| ATKINSONS' MARKET                                    | 02497891       | Yogurt, Granola, Blueberries                                  | 18.87              |
| ATKINSONS' MARKET                                    | 04157302       | Eggs, Mayo, Cheese, Fruit, Mostaccioli                        | 66.19              |
| ATKINSONS' MARKET                                    | 06562933       | Cereal, Milk, Mac+Cheese, Chicken                             | 43.52              |
| ATKINSONS' MARKET                                    | 08403619       | Fruit, Bread, Eggs, Meat, Treats                              | 75.11              |
| ATKINSONS' MARKET                                    | 08411831       | Concession Food                                               | 24.68              |
| ATKINSONS' MARKET                                    | 08413585       | Rols, Sour Cream, Berries, Hashbrowns, Cheese, Insta Potatoes | 40.51              |
| <b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>     |                |                                                               |                    |
| LUTZ RENTALS                                         | 127425-1       | Propane                                                       | 27.79              |
| LUTZ RENTALS                                         | 127586-1       | Propane                                                       | 27.38              |
| LUTZ RENTALS                                         | 127657-1       | Propane                                                       | 13.12              |
| LUTZ RENTALS                                         | 127702-1       | Propane                                                       | 12.00              |
| LUTZ RENTALS                                         | 127773-1       | Propane                                                       | 26.95              |
| LUTZ RENTALS                                         | 127852-1       | Propane                                                       | 17.99              |
| LUTZ RENTALS                                         | 127933-1       | Propane                                                       | 51.39              |
| LUTZ RENTALS                                         | 128095-1       | Propane                                                       | 31.67              |
| LUTZ RENTALS                                         | 128158-1       | Propane                                                       | 29.72              |
| UNITED OIL                                           | 984284         | 37268 011522                                                  | 87.12              |
| <b>01-4510-5200 UTILITIES</b>                        |                |                                                               |                    |
| IDAHO POWER                                          | 2206452274 01  | 2206452274 012122                                             | 362.58             |
| INTERMOUNTAIN GAS                                    | 31904030009 0  | 31904030009 012522                                            | 279.48             |
| SYRINGA NETWORKS, LLC                                | 22JAN0345      | 22JAN0345                                                     | 500.00             |
| Total RECREATION:                                    |                |                                                               | 2,065.37           |
| Total GENERAL FUND:                                  |                |                                                               | 375,781.09         |
| <b>WAGON DAYS FUND</b>                               |                |                                                               |                    |
| <b>WAGON DAYS EXPENDITURES</b>                       |                |                                                               |                    |
| <b>02-4530-4200 PROFESSIONAL SERVICES</b>            |                |                                                               |                    |
| SUN VALLEY EVENTS                                    | 020722         | Wagon Days Professional Services                              | 4,062.50           |
| Total WAGON DAYS EXPENDITURES:                       |                |                                                               | 4,062.50           |
| Total WAGON DAYS FUND:                               |                |                                                               | 4,062.50           |
| <b>GENERAL CAPITAL IMPROVEMENT FD</b>                |                |                                                               |                    |
| <b>GENERAL CIP EXPENDITURES</b>                      |                |                                                               |                    |
| <b>03-4193-7100 SUN VALLEY RD MILL &amp; OVERLAY</b> |                |                                                               |                    |
| JACOBS ENGINEERING GROUP, I                          | D3576100-002   | Sun Valley Road Rehabilitation Engineering Design Services    | 10,830.00          |
| AMERICAN GEOTECHNICS INC                             | 8182           | Spur Pavement Design                                          | 12,418.67          |
| <b>03-4193-7193 MAIN ST/WARM SPRINGS DESIGN</b>      |                |                                                               |                    |
| HDR ENGINEERING, INC.                                | 1200389636     | Warm Springs Road Corridor Alternatives Analysis              | 3,790.50           |
| HDR ENGINEERING, INC.                                | 1200389641     | Main Street Alternatives Analysis                             | 13,999.48          |
| HDR ENGINEERING, INC.                                | 1200392706     | Warm Springs Road Corridor Alternatives Analysis              | 2,648.75           |
| HDR ENGINEERING, INC.                                | 1200392901     | Main Street Alternatives Analysis                             | 7,857.00           |
| HDR ENGINEERING, INC.                                | 1200400483     | Main Street Alternatives Analysis                             | 6,290.50           |

| Vendor Name                                       | Invoice Number | Description                      | Net Invoice Amount |
|---------------------------------------------------|----------------|----------------------------------|--------------------|
| Total GENERAL CIP EXPENDITURES:                   |                |                                  | 57,834.90          |
| <b>03-4230-7100 UTILITY/PICK-UP TRUCK</b>         |                |                                  |                    |
| RIVER RUN AUTO PARTS                              | 6538-174729    | Parts for new Rescue 1 (R1)      | 773.74             |
| Total :                                           |                |                                  | 773.74             |
| <b>03-4310-7110 CAT 950 LOADER</b>                |                |                                  |                    |
| WESTERN STATES CAT                                | 22049          | WHEEL-LOADER                     | 206,274.00         |
| Total :                                           |                |                                  | 206,274.00         |
| <b>03-4510-7115 VAN/BUS FROM MT RIDES</b>         |                |                                  |                    |
| KETCHUM AUTOMOTIVE INC.                           | 94317          | Clutch, Wheel Bearing            | 2,047.39           |
| Total :                                           |                |                                  | 2,047.39           |
| Total GENERAL CAPITAL IMPROVEMENT FD:             |                |                                  | 266,930.03         |
| <b>ORIGINAL LOT FUND</b>                          |                |                                  |                    |
| <b>ORIGINAL LOT TAX</b>                           |                |                                  |                    |
| <b>22-4910-6040 SUN VALLEY MARKETING ALLIANCE</b> |                |                                  |                    |
| VISIT SUN VALLEY                                  | 78             | Monthly Payment per contract     | 20,833.33          |
| Total ORIGINAL LOT TAX:                           |                |                                  | 20,833.33          |
| Total ORIGINAL LOT FUND:                          |                |                                  | 20,833.33          |
| <b>FIRE CONSTRUCTION FUND</b>                     |                |                                  |                    |
| <b>FIRE FUND EXP/TRNFRS</b>                       |                |                                  |                    |
| <b>42-4800-7450 EQUIPMENT</b>                     |                |                                  |                    |
| DELL MARKETING L.P.                               | 10529526692    | Computer Equipment               | 998.40             |
| <b>42-4800-7800 CONSTRUCTION</b>                  |                |                                  |                    |
| CORE CONSTRUCTION SERVICES                        | 20-01-006 (JV9 | 20-01-006 JV90 APP 17            | 257,587.20         |
| US DIGITAL DESIGNS                                | 22050          | G2 Start up Fees                 | 3,029.13           |
| Total FIRE FUND EXP/TRNFRS:                       |                |                                  | 261,614.73         |
| Total FIRE CONSTRUCTION FUND:                     |                |                                  | 261,614.73         |
| <b>STRATEGIC INITIATIVE FUND</b>                  |                |                                  |                    |
| <b>STRATEGIC INITIATIVE EXPENSE</b>               |                |                                  |                    |
| <b>54-4410-4200 PROFESSIONAL SERVICES</b>         |                |                                  |                    |
| CONNELLY, CARISSA                                 | 2              | COMMUNITY HOUSING CONSULTING     | 13,418.75          |
| EXPRESS PUBLISHING, INC.                          | 123121         | 10002196 123121                  | 370.98             |
| AGNEW BECK CONSULTING INC                         | 10107          | Housing Action Plan & Assessment | 11,372.50          |

| Vendor Name                                        | Invoice Number | Description                                                   | Net Invoice Amount |
|----------------------------------------------------|----------------|---------------------------------------------------------------|--------------------|
| Total STRATEGIC INITIATIVE EXPENSE:                |                |                                                               | 25,162.23          |
| Total STRATEGIC INITIATIVE FUND:                   |                |                                                               | 25,162.23          |
| <b>WATER FUND</b>                                  |                |                                                               |                    |
| <b>WATER EXPENDITURES</b>                          |                |                                                               |                    |
| <b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>  |                |                                                               |                    |
| BUSINESS AS USUAL INC.                             | 157122         | Card stock                                                    | 24.95              |
| <b>63-4340-3200 OPERATING SUPPLIES</b>             |                |                                                               |                    |
| A.C. HOUSTON LUMBER CO.                            | 2202-882893    | Toilet Plunger, Caulk                                         | 18.67              |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI1957806    | VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT | 28.41              |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI1957808    | VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT | 56.43              |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI1961262    | VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT | 28.42              |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI1961264    | VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT | 56.43              |
| CHATEAU DRUG CENTER                                | 2499315        | black Velcro, Tide Detergent                                  | 18.03              |
| LUTZ RENTALS                                       | 128044-1       | Propane                                                       | 11.73              |
| <b>63-4340-3400 MINOR EQUIPMENT</b>                |                |                                                               |                    |
| RIVER RUN AUTO PARTS                               | 6538-174561    | Socket Rails (1/2 & 3/8 IN)                                   | 14.20              |
| <b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>   |                |                                                               |                    |
| UNITED OIL                                         | 984287         | 37271 011522                                                  | 386.03             |
| <b>63-4340-4300 STATE &amp; WA DISTRICT FEES</b>   |                |                                                               |                    |
| BUREAU OF LAND MANAGEME                            | 2022004782     | IDI 027470 (1/1-12/31/2022)                                   | 250.00             |
| BUREAU OF LAND MANAGEME                            | 2022004783     | IDI 032433 (1/1-12/31/22)                                     | 5,500.00           |
| <b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>  |                |                                                               |                    |
| DAIGH, STEVE                                       | 012722         | REIMBURSEMENT: CDL CLass "B" Test- Steve Daigh                | 238.00             |
| DAIGH, STEVE                                       | 0127221        | REIMBURSEMENT: CDL License- Steve Daigh                       | 41.95              |
| <b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b> |                |                                                               |                    |
| CENTURY LINK                                       | 2087250715 01  | 2087250715 010422                                             | 123.67             |
| CENTURY LINK                                       | 2087255045 01  | 2087255045 010422                                             | 59.68              |
| CENTURY LINK                                       | 2087264135 01  | 2087264135 011322                                             | 204.18             |
| SYRINGA NETWORKS, LLC                              | 22JAN0345      | 22JAN0345                                                     | 250.00             |
| VERIZON WIRELESS                                   | 365516521 011  | 365516521 011322                                              | 123.23             |
| <b>63-4340-5200 UTILITIES</b>                      |                |                                                               |                    |
| IDAHO POWER                                        | 2202458903 01  | 2202458903 012022                                             | 978.41             |
| IDAHO POWER                                        | 2203658592 01  | 2203658592 012522                                             | 5,456.91           |
| IDAHO POWER                                        | 2206786259 01  | 2206786259 012022                                             | 49.75              |
| INTERMOUNTAIN GAS                                  | 32649330001 0  | 32649330001 012522                                            | 60.25              |
| <b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>  |                |                                                               |                    |
| HILLISIDE AUTO, INC.                               | 38351          | Parts & Labor: Brakes, Transmission, Wheel Bearing            | 5,583.30           |
| RIVER RUN AUTO PARTS                               | 6538-174633    | Relay and Automotive Fuses, Wiper Blades                      | 119.18             |
| RIVER RUN AUTO PARTS                               | 6538-174646    | Light, Starter                                                | 218.41             |
| RIVER RUN AUTO PARTS                               | 6538-174660    | Relay and Automotive Fuses, Wiper Blades                      | 70.55              |
| RIVER RUN AUTO PARTS                               | 6538-174719    | Winter Blade 22"                                              | 29.90              |

| Vendor Name                                             | Invoice Number | Description                                                   | Net Invoice Amount |
|---------------------------------------------------------|----------------|---------------------------------------------------------------|--------------------|
| <b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b> |                |                                                               |                    |
| GRAINGER, INC., W.W.                                    | 9194772837     | Tank Expansion                                                | 216.88             |
| RIVER RUN AUTO PARTS                                    | 6538-174976    | Return Hose, Hose Clamp                                       | 24.14              |
| SAWTOOTH PLUMBING & HEAT                                | 34707          | Labor: Tank Pressure                                          | 120.00             |
| FERGUSON                                                | CV715038       | TAX EXEMPT                                                    | 13.05-             |
| FERGUSON                                                | CV715038       | Connector, Seat, Horn                                         | 230.47             |
| Total WATER EXPENDITURES:                               |                |                                                               | 20,579.11          |
| <b>WATER DEBT SERVICE EXPENDITURES</b>                  |                |                                                               |                    |
| <b>63-4800-8400 DEBT SRVC ACCT INTEREST-2015B</b>       |                |                                                               |                    |
| ZIONS BANK                                              | 2015B 012522   | Revenue Bond Series 2015B - Interest                          | 53,836.81          |
| Total WATER DEBT SERVICE EXPENDITURES:                  |                |                                                               | 53,836.81          |
| Total WATER FUND:                                       |                |                                                               | 74,415.92          |
| <b>WATER CAPITAL IMPROVEMENT FUND</b>                   |                |                                                               |                    |
| <b>WATER CIP EXPENDITURES</b>                           |                |                                                               |                    |
| <b>64-4340-7653 WATER METER REPLACEMENT</b>             |                |                                                               |                    |
| FERGUSON ENTERPRISES, LLC                               | 0781142-3      | NEW WATER METERS AND METER VAULTS                             | 3,177.54           |
| <b>64-4340-7802 KETCHUM SPRING WA CONVERSION</b>        |                |                                                               |                    |
| CANYON EXCAVATION. LLC                                  | 20585APP3      | Ketchum Springs Water Phase 4                                 | 20,939.23          |
| Total WATER CIP EXPENDITURES:                           |                |                                                               | 24,116.77          |
| Total WATER CAPITAL IMPROVEMENT FUND:                   |                |                                                               | 24,116.77          |
| <b>WASTEWATER FUND</b>                                  |                |                                                               |                    |
| <b>65-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>        |                |                                                               |                    |
| THE KETCHUM CENTER LLC                                  | 011122         | REFUND: Double Payment on Utilities                           | 1,319.36           |
| Total :                                                 |                |                                                               | 1,319.36           |
| <b>WASTEWATER EXPENDITURES</b>                          |                |                                                               |                    |
| <b>65-4350-3200 OPERATING SUPPLIES</b>                  |                |                                                               |                    |
| ALSCO - AMERICAN LINEN DIVI                             | LBO11957806    | VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT | 28.42              |
| ALSCO - AMERICAN LINEN DIVI                             | LBO11957807    | VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT | 126.36             |
| ALSCO - AMERICAN LINEN DIVI                             | LBO11961262    | VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT | 28.41              |
| ALSCO - AMERICAN LINEN DIVI                             | LBO11961263    | VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT | 126.36             |
| ATKINSONS' MARKET                                       | 02455029       | Distilled Water                                               | 5.66               |
| CHATEAU DRUG CENTER                                     | 2501891        | Distilled Water                                               | 11.34              |
| CHATEAU DRUG CENTER                                     | 2502724        | Flexible Fabric and Aloe                                      | 19.56              |
| GEM STATE PAPER & SUPPLY                                | 1066456        | Hand Soap, Nitrile Gloves                                     | 170.04             |
| <b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>        |                |                                                               |                    |
| NAPA AUTO PARTS                                         | 090161         | Oil, Oil Filter for Tanker                                    | 144.75             |
| UNITED OIL                                              | 984286         | 37270 011522                                                  | 104.98             |

| Vendor Name                                             | Invoice Number | Description                                             | Net Invoice Amount |
|---------------------------------------------------------|----------------|---------------------------------------------------------|--------------------|
| <b>65-4350-3800 CHEMICALS</b>                           |                |                                                         |                    |
| CHEMTRADE CHEMICALS US LL                               | 93259122       | Tote                                                    | 3,920.00           |
| THATCHER COMPANY, INC.                                  | 2021100104787  | ALUMINUM SULFATE                                        | 6,042.48           |
| USA BLUEBOOK                                            | 857811         | Disposable Wipes, Buffer Solution, Storage Solution     | 524.31             |
| <b>65-4350-4200 PROFESSIONAL SERVICES</b>               |                |                                                         |                    |
| COLUMBIA ELECTRIC SUPPLY                                | 8819-1007585   | Automation Control Hardware 9800-DC8AUTOB               | 1,670.00           |
| ATLAS COPCO COMPRESSORS L                               | 1122000232     | Fixed Price Parts                                       | 5,407.36           |
| <b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>      |                |                                                         |                    |
| CENTURY LINK                                            | 2087268953 01  | 2087268953 011322                                       | 59.68              |
| SYRINGA NETWORKS, LLC                                   | 22JAN0345      | 22JAN0345                                               | 250.00             |
| VERIZON WIRELESS                                        | 965494438 011  | 965494438 011022                                        | 24.53              |
| VERIZON WIRELESS                                        | 965494438 011  | 965494438 011022                                        | 41.61              |
| <b>65-4350-5200 UTILITIES</b>                           |                |                                                         |                    |
| IDAHO POWER                                             | 2202158701 01  | 2202158701 011222                                       | 11,468.23          |
| IDAHO POWER                                             | 2202703357 01  | 2202703357 012022                                       | 111.09             |
| IDAHO POWER                                             | 2206786259 01  | 2206786259 012022                                       | 49.76              |
| INTERMOUNTAIN GAS                                       | 32649330001 0  | 32649330001 012522                                      | 668.70             |
| INTERMOUNTAIN GAS                                       | 32649330001 0  | 32649330001 012522                                      | 60.26              |
| INTERMOUNTAIN GAS                                       | 32649330001 0  | 32649330001 012522                                      | 136.58             |
| INTERMOUNTAIN GAS                                       | 32649330001 0  | 32649330001 012522                                      | 595.15             |
| INTERMOUNTAIN GAS                                       | 58208688554 0  | 58208688554 012522                                      | 42.76              |
| <b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>       |                |                                                         |                    |
| NAPA AUTO PARTS                                         | 088851         | Brake Cleaner, Fuel Filter                              | 20.66              |
| <b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b> |                |                                                         |                    |
| A.C. HOUSTON LUMBER CO.                                 | 2201-881240    | Cut Off Disc                                            | 36.90              |
| CENTURY LINK                                            | 2087264135 01  | 2087264135 011322                                       | 204.18             |
| LEONARD PETROLEUM EQUIPM                                | 76483          | Diesel Sump Sensor                                      | 227.58             |
| PIPECO, INC.                                            | S4448230.001   | Rubber Coupler, Bushing, Gloves, Caps                   | 41.39              |
| STANDARD PLUMBING SUPPLY                                | NTNR55         | PVC Slip Cap                                            | 33.60              |
| WOOD RIVER WELDING, INC.                                | 181008         | Services                                                | 81.44              |
| XYLEM WATER SOLUTIONS U.S.                              | 3556C06558     | New Sensor                                              | 351.00             |
| <b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>      |                |                                                         |                    |
| A.C. HOUSTON LUMBER CO.                                 | 2201-875729    | Handle Sledge Oval Eye                                  | 15.99              |
| DIVISION OF OCCUPATIONAL                                | 012822         | Collections Certification Test Application - Chad Riggs | 70.00              |
| VERIZON WIRELESS                                        | 965494438 011  | 965494438 011022                                        | 41.61              |
| RIGGS, CHAD                                             | 012722         | IBOL Certification Test                                 | 25.00              |
| ONE.7, INC.                                             | 2007062814     | Aries Part - Cable                                      | 46.81              |
| DR PIPELINE                                             | 894            | Slip Lining, Reinstate Sewer Service, Mobilization      | 11,508.00          |
| Total WASTEWATER EXPENDITURES:                          |                |                                                         | 44,542.54          |
| <b>WASTEWATER DEBT SERVICE EXP</b>                      |                |                                                         |                    |
| <b>65-4800-8400 DEBT SRVC ACCT INTEREST-2014C</b>       |                |                                                         |                    |
| ZIONS BANK                                              | 2014C 012522   | Revenue bond Series 2014C - Interest                    | 22,872.90          |
| Total WASTEWATER DEBT SERVICE EXP:                      |                |                                                         | 22,872.90          |
| Total WASTEWATER FUND:                                  |                |                                                         | 68,734.80          |



| Vendor Name                               | Invoice Number | Description                                         | Net Invoice Amount |
|-------------------------------------------|----------------|-----------------------------------------------------|--------------------|
| <b>WASTEWATER CAPITAL IMPROVE FND</b>     |                |                                                     |                    |
| <b>WASTEWATER CIP EXPENDITURES</b>        |                |                                                     |                    |
| <b>67-4350-7811 CAPITAL FACILITY PLAN</b> |                |                                                     |                    |
| HDR ENGINEERING, INC.                     | 1200402837     | Contract 20576- Wastewater Facility Planning Studay | 2,147.00           |
| Total WASTEWATER CIP EXPENDITURES:        |                |                                                     | 2,147.00           |
| Total WASTEWATER CAPITAL IMPROVE FND:     |                |                                                     | 2,147.00           |
| <b>ESSENTIAL SERVICES FAC. TRUST</b>      |                |                                                     |                    |
| <b>ESF TRUST EXPENDITURES</b>             |                |                                                     |                    |
| <b>95-4193-7201 FUTURE ESF CITY HALL</b>  |                |                                                     |                    |
| APEX                                      | 00033393       | Final Bill - Labor                                  | 4,252.51           |
| LYTLE SIGNS                               | 107402         | New City Hall Sinage                                | 293.40             |
| ELECTRICAL WHOLESALE SUPP                 | S5208300       | ARC LED Lights                                      | 161.73             |
| Total ESF TRUST EXPENDITURES:             |                |                                                     | 4,707.64           |
| Total ESSENTIAL SERVICES FAC. TRUST:      |                |                                                     | 4,707.64           |
| Grand Totals:                             |                |                                                     | 1,128,506.04       |

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes



## City of Ketchum

February 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve PO #22057**

#### Recommendation and Summary

Staff is recommending the council to contract with DC Engineering for their Professional Services and conceptual design engineering to provide backup power to our Northwood Well and Water Operations Building.

I recommend the council authorize the mayor to sign PO# 22057 and attached proposals with DC Engineering for their Professional Services, and conceptual design engineering work to provide backup power to our Northwood Well and Water operations building at a not to exceed price of \$50,000.00. DC Engineering previously completed initial due diligence and staff is recommending to continue to utilize their services.

The reasons for the recommendation are as follows:

- **The Idaho Department of Environmental Quality Idaho Administrative Act (IDAPA) rules for public drinking water systems (IDAPA 58.01.08) requires sufficient on-site standby power or standby water storage so that water may be treated and supplied to pressurize the entire distribution system during power outages for a minimum of 8 hours at average day demand plus fire flow.**
- **The Northwood Well is our primary well and it has no backup power supply**
- **Loss of power could impact firefighting capabilities**
- **Without backup power to our operations building our response time in the event of a power outage will be impacted.**
- **In case of an extended power outage, we would have no heat in our building due to the newly installed electrical boiler system and damage to our radiant heating could occur.**

#### Introduction and History

The Northwood well came online in 1989 as part of the Bigwood PUD Development. With the configuration of our water system at that time, it was not considered to be critical to have back up power at this site. With the growth experienced over the life of the well, it has become our primary well making backup power critical.

The Water Operations Building was built in 2001. At that time, we had a natural gas fired boiler. In the spring of this year an electric boiler was installed. While the boiler works fine, in the event of an extended outage, it puts our building in possible jeopardy if our radiant heating were to freeze.

#### Northwood Well:

In the event of a normal utility outage or sustained power outage our ability to provide sufficient domestic water flows and fire protection would be severely compromised.

#### Water Operations building:

While the risk of such damage is probably small, backup power will allow us to put our service fleet on the street quickly. If for example there was an earthquake and power was disrupted, we would have to manually open and reclose our garage bay doors. This could also allow us to move our SCADA computerized well control system into our operations building from the Warm Springs wellhouse.

#### Sustainability

The recommended action will further the goals of the 2020 Ketchum Sustainability Action Plan in the following ways:

- Provide redundant power in event of a power failure
- Allow us to save in power costs by not having to double pump system water through booster pumps.

#### Financial Impact

This is a planned and budgeted expense that will be drawn from the approved FY 21-22 budget.

#### Attachments:

Purchase Order # 22057

Proposal Agreements from DC Engineering

Respectfully submitted

Gio Tognoni

Water Division Supervisor



**DC ENGINEERING**

*Careful listening. Dynamic solutions.*

440 E. Corporate Dr., Suite 103,  
Meridian, ID 83642  
[www.dceengineering.net](http://www.dceengineering.net)

## Proposal Agreement to Perform Engineering Services for City of Ketchum Water Department

**Proposal Date:** January 28, 2022

**Project Name:** Northwood Well Legally  
Required Standby Generator

**Services Performed For:**

City of Ketchum Water Department  
P.O. Box 2315  
110 River Ranch Road  
Ketchum, ID 83340

Thank you for considering DC Engineering to serve you on the Northwood Well Legally Required Standby Generator project. We very much appreciate the opportunity to work with you and your team.

This proposal is effective as of 1/28/2022, and is entered into by and between DC Engineering (Engineer) and City of Ketchum Water Department (Owner) and is subject to the terms and conditions specified below, as well as the Contract Provisions in the attached Exhibit A.

### Scope of Engineering Services

The Idaho Department of Environmental Quality Idaho Administrative Procedure Act (IDAPA) rules for public drinking water systems (IDAPA 58.01.08) requires sufficient on-site standby power or standby water storage so that water may be treated and supplied to pressurize the entire distribution system during power outages for a minimum of 8 hours at average day demand plus fire flow. A preliminary engineering report was completed in June 2021 to evaluate alternatives with the objective to install a standby power source, and the City has subsequently decided to proceed with a diesel-powered engine-generator with sub-base fuel tank and sound-attenuated enclosure installed in the grass area northeast of the pump station.

The following information has been provided to Engineer from the Owner:

- Location: 100 Park Circle W., Ketchum, ID. Lat: 43.689535 degrees; Long: -114.372498 degrees.
- Elevation: 5834 feet.
- Electrical Service: 480/277V, 3-phase, 250-amp. Served from 150-kVA Idaho Power owned transformer.
- Electrical Loading: 150HP pump controlled via VFD and other miscellaneous pumphouse loads such as lighting, receptacles, heating, etc. Idaho Power peak demand measured at 124kW.

- **Electrical Considerations:** The project presently utilizes a passive harmonic filter to mitigate harmonics back to the Idaho Power system, but the capacitor in a passive filter creates operational problems for an engine-generator. Modifications will be required to disconnect the capacitor when connected to the engine-generator.
- **Other Considerations:** The project is located adjacent to homeowners so a sound-attenuated weather protective enclosure is required (70dBA max @23 feet is assumed).
- **Project Delivery Method:** Design-bid-build.
- **Funding:** Project will be publicly funded by the City of Ketchum, ID.

Engineer will be responsible for electrical engineering services and associated generator foundation structural engineering services. Specific discipline work is anticipated as follows:

#### **Electrical**

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- Generator sizing calculations
- Generator and automatic transfer switch (ATS) integration into existing power distribution system
- Prepare electrical sheet specifications as required
- Assist in obtaining approval of electrical documents from reviewing agencies.
- Electric utility coordination by others

#### **Structural**

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- Review Owner furnished geotechnical data and associated recommendations (if any) required for new generator foundation design
- Generator foundation plans
- Prepare structural sheet specifications as required

#### **Preliminary Construction Document Index**

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Drawings:

- Electrical Legend and General Electrical Notes
- One-Line Diagrams (Existing and New)
- Site Plan and Building Plan
- Electrical Specifications
- Electrical Details
- Structural Index, Legends, and Specifications
- Foundation Plan and Details

#### **Assumptions**

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- The Owner will provide existing project record drawings to Engineer to develop base files in AutoCAD.
- Most coordination meetings will be via telephone calls and virtual meetings.
- One (1) site visit for 4 hours.
- Owner's purchasing department standard general conditions to the contract and bid forms will be provided by Owner. Engineer will assist the Owner by providing the applicable technical information.

- A commercial off-the-shelf engine-generator with sub-base fuel tank and sound-attenuated weather protective enclosure will be located adjacent to existing pump station.
- ATS will be installed on exterior of existing pump station due to interior space constraints.
- Design is based upon existing information provided by the Owner and from observations of existing conditions without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to the Owner. Unforeseen conditions uncovered during the progress of work may require additional cost and delay and will be provided as an Additional Service.
- Engineer will provide an opinion of probable capital cost for the project upon design completion.
- Structural design will be based on available geotechnical information (if readily available) or to code minimum soil properties.
- Does not include geotechnical engineering, civil engineering, and architectural services. Other civil or structural improvements such as screening/fencing around the generator and roadway extension/pavement around the generator will be provided by Owner.
- This proposal does not include the following, but we would be pleased to provide a fee for these services, if desired:
  - Additional site visits.
  - Owner presentations to gain alignment among various nearby homeowners.
  - Evaluation and incorporation of value engineering recommendations.
  - Security infrastructure, Information Technology (IT) infrastructure, and SCADA telecommunications.

### **Bidding Services and Services During Construction (SDC)**

Bidding and SDC services are based on the above-listed design scope and may change if any of the above-listed design scope changes. Bidding and SDC services generally include the following:

- Provide bidding assistance related to questions from contractors during bid phase.
- Provide timely responses to RFIs pertaining to the construction documentation. This does not include time involved due to Contractor errors and deviations from the construction documents.
- Provide review of submittal packages related to the disciplines for which Engineer is providing engineering and design services prior to construction. This does not include time required to revise drawings due to Contractor substitutions.
- Provide one (1) site visit at substantial completion.
- Provide as-build record drawings of completed work.
- This proposal does not include the following, but we would be pleased to provide a fee for these services, if desired:
  - Evaluation and incorporation of value engineering recommendations.
  - Services for review and/or preparation of Owner or Contractor proposed changes to the project other than as specifically provided in the above scope of work.
  - Time involved due to Contractor errors and deviations from the construction documents or time required to revise drawings due to Contractor substitutions.

- Providing services for pre-negotiation or procurement of Owner-Furnished equipment.

### Assumptions

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- The Owner will hire a Contractor with similar experience with this type of structure and project type to complete the work.
- Fourteen (14) calendar days turnaround time for submittals and RFI's.
- One submittal and one resubmittal per engineering discipline at an average of 6 hours per submittal to review, document comments, and return. Submittals reviewed for general conformance with the project design concept and general compliance with the information or design requirements given in the Contract Documents.
- One request for information (RFI) for every two drawings at an average of 4 hours per each RFI for office staff to prepare responses. RFI's submitted by the Contractor will not include calculations and other submittal items or design changes.
- One Field Order and one Construction Change Order at an average of 8 hours for each.
- The anticipated procurement lead time for the generator will likely result in much of the construction occurring in early summer 2023.
- Record drawings effort assume Contractor mark-ups are complete and accurate and work is only to convert the Contractor-supplied record drawing materials into final drawings, and not to independently validate or correct record drawings. Final record drawings produced in AutoCAD Release 2014 or later and provided in electronic format for reproduction.

### Owner Responsibilities

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- Furnishing geotechnical engineering (if available), civil engineering, and architectural services for such items as generator foundation subgrade, screening/fencing around the generator, and roadway extension/pavement around the generator.
- Provide relevant project information such as objectives, critical success factors, schedule, budget, surveys, and geotechnical reports. The Engineer will rely on the accuracy of information provided.
- Identifying a project representative who is authorized to make decisions on the Owner's behalf.
- Making decisions and approvals in a timely manner to avoid unreasonable delay in the orderly and sequential progress of Engineer's services.

### Schedule

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The preparation of construction documents and provided services could be completed within a range of 6 weeks to 12 weeks. Estimated schedule is as follows:

- 80% design deliverable: April 2022
- 100% design deliverable: June 2022
- Bidding: July 2022
- Construction: August 2022-June 2023

Milestone completion dates can be accomplished within 2 weeks after all applicable coordination items have been received from the Owner including, but not limited to, the following:

- Contract between Owner and Engineer has been executed.
- Any Owner specific standards, requirements, and review comments have been received.

Schedules set outside of the specified range will likely impact total fees and will be addressed as needed. Our availability to start work on the project could be as early as two weeks from when we receive written notice to proceed.

### **Deliverables**

It is anticipated Engineer will provide a preliminary review set for team coordination (80% completion) prior to issuing final construction documents. Digitally signed electronic copies of project documents will be provided for permit, bid and for construction sets.

As per industry standards, our engineering drawings are intended to convey sizing and general system intent such that a trained and licensed contractor can interpret that intent and construct the physical representation. Our drawings are not assembly drawings that convey enough detail to instruct an untrained individual on the necessary steps to create the physical representation.

### **Compensation**

We propose to provide these services for this project on a time and expense basis, not to exceed \$26,500. Billing will be only for actual effort expended on project. Effort will not exceed the NTE amount without prior agreement with Owner. The fee breakdown is as follows:

|         |          |
|---------|----------|
| Design: | \$17,500 |
| SDC:    | \$9,000  |

#### **Fee Assumptions:**

- Design fee assumes that the Northwood Well project and the Operations Building project are designed at the same time to take advantage of economies of scale and other efficiencies.
- SDC fee assumes the Northwood Well project will be bid as a separate project (not under the same construction contract as Operations Building).

### **Additional Services (Not Part of Scope)**

Additional services will include, but are not limited to, the follow situations:

- Making major revisions in drawings, specifications or other documents when such revisions constitute a major departure from the approved preliminary engineering report.
- Preparing documents for alternate bids or out-of-sequence services requested by the Owner or Architect.
- Time involved due to Contractor errors and deviations from the construction documents or time required to revise drawings due to Contractor substitutions.
- Providing professional services made necessary by the fault of the Contractor or by major defects in the work of the Contractor by use of substitute products with different characteristics from products used as basis of design.



- Preparing a set of reproducible (as-built) record prints of drawings showing significant changes in the work made during the construction phase, based on marked-up prints, drawings and other data furnished by the Contractor.
- Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- Serving as a Consultant and/or preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding for this project.
- Providing any other services not otherwise included in the agreement or not customarily furnished in accordance with generally accepted engineering practices.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to force majeure events.
- Services related to Owner's operation and use of the completed project other than as specifically provided in the above scope of work.
- Services related to warranty claims, enforcement and inspection.
- Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims; provision of professional claims analysis services; participation in litigation or alternative dispute resolution of claims.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner.
- Services that affect Engineer's project management and coordination responsibilities due to modifications of Owner's or Contractor's project team.

Should additional services be required, they will be billed at Engineer's current standard rate of compensation for time and materials **at the time of the request** for additional services.

Current billing rates as of the date of this proposal are as follows:

| Item Description             | Per Hour      |
|------------------------------|---------------|
| Principal Engineer, PE       | \$130 - \$210 |
| Professional Engineer, PE    | \$125-180     |
| Engineer                     | \$90-125      |
| Engineer EIT                 | \$90          |
| Project Manager              | \$90-150      |
| Programmer/System Integrator | \$95 - 180    |
| Commissioning Agent          | \$95-150      |
| Designer                     | \$85-115      |

| Item Description | Per Hour |
|------------------|----------|
| Modeling         | \$85-105 |
| Drafting         | \$75 -85 |
| Intern           | \$45     |
| Administration   | \$45-85  |

Reimbursable expenses, if any, will be billed at cost plus 10 percent.

## Payment

Standard payment terms are 45 days after invoice date.

Invoices will be sent to the Owner monthly, based upon project milestones and must be paid prior to additional effort/hours being invested into the project. Any invoice not paid within terms is subject to interest at the rate of (12) percent per annum compounded monthly. Non-payment by the Owner may constitute a breach of contract, and all work can be stopped on the project. Any unbilled time already accrued to the project will be invoiced and all outstanding amounts must be paid before resumption of work on the project.

Payments can be made electronically (preferred) or by check.

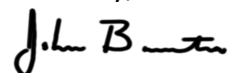
We have a preference for ACH:  
First Interstate Bank  
Routing: 092901683  
Account: 352721  
With payment advice to:  
invoices@dcengineering.net

Checks made payable to:  
DC Engineering, Inc  
440 E Corporate Dr #103  
Meridian, ID 83642  
Invoices@dcengineering.net  
82-0507522 (S-Corp)

This proposal is valid for a period of thirty days from date of issue. If you have any questions, or require additional information, please do not hesitate to ask.

Thank you again for your consideration, we are pleased to serve you on this project.

Sincerely,



John Barrutia, P.E.

Principle

DC Engineering, Inc

APPROVED

\_\_\_\_\_  
City of Ketchum

\_\_\_\_\_  
DATE

# Exhibit A – Consultant Contract Provisions for City of Ketchum Water Department

## Project Name: Northwood Well Legally Required Standby Generator

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. DC Engineering is offering the above-mentioned professional engineering services to the Owner for the project specified and its obligations to the Owner and to the project shall be limited to the engineering disciplines listed without any other responsibilities or obligations.
2. **DOCUMENTS** – All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service. Consultant assigns ownership including copyright to the Owner upon payment for services rendered except Consultant retains copyright in its standard systems, sections, details and specifications. Consultant grants Owner a license to use Consultant's standard systems, sections, details and specifications but only for this Project. Use of the instruments of service without engagement of the Consultant by Owner shall be at Owner's sole risk, and Owner agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such use by Owner or by others acting through Owner.
3. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the project, Consultant shall not supervise, direct, or have control over Contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
4. **STANDARD OF CARE** – The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The Consultant shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.
5. **COST OF THE WORK** – When negotiated as part of its work, Consultant will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Consultant does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work. While making efforts to work within Owner communicated budget guidelines, Consultant is not a fiduciary, financial analyst, economist, estimator, or contractor and as such shall not be responsible for project budgets and pricing, or for project funding and financial performance.
6. **SUSPENSION OF WORK** – The Owner may, at any time, by written notice, suspend further work by Consultant. The Owner shall remain liable for, and shall promptly pay Consultant for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Owner's behalf.  
Owner shall pay Consultant pursuant to the rates and charges set forth in the Proposal. Consultant will submit monthly invoices to Owner for services rendered and expenses incurred. If Owner does not pay invoices within noted time, Consultant may, upon written notice to the Owner, suspend further work until payments are brought current. The Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
7. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated. Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Owner's failure to provide specified facilities, direction, or information, or if Consultant's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, pandemic, epidemic, viral outbreak, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal. If the consultant elects to suspend services, the consultant shall give seven (7) days written notice to Owner before suspending services.
8. **LIABILITY** – The total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and Consultants to Owner and anyone claiming by, through or under Owner, for injuries, claims, losses, expenses, or damages whatsoever arising out of Consultant's services, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Consultant under this Agreement, or the total amount of \$50,000 whichever is greater.
9. **INDEMNITY** - The Consultant shall indemnify and hold the Owner and the Owner's officers and employees harmless, but not defend, from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees, and its consultants in the performance of professional services under this Agreement. The Consultant has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its employees, and its consultants.
10. **MISCELLANEOUS**  
**Governing Law:** The laws of the state in which the Consultant office executing this Agreement is located shall govern the validity and interpretation of this Agreement.  
**Dispute Resolution:** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.  
**Consultant Reliance:** Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Owner, Owner's Consultants and contractors, and information from public records, without the need for independent verification.  
**Betterment:** If any item or component of the Project is required due to omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by the Owner and shall not be a basis of claim against the Consultant. It is intended by this provision that the Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.  
**Certifications:** Consultant shall not be required to sign any documents that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.  
**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.  
**Consequential Damages:** The Consultant and Owner waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.



## Proposal Agreement to Perform Engineering Services for City of Ketchum Water Department

**Proposal Date:** January 28, 2022

**Project Name:** Water Department  
Operation Building Standby  
Power

**Services Performed For:**

City of Ketchum Water Department  
P.O. Box 2315  
110 River Ranch Road  
Ketchum, ID 83340

Thank you for considering DC Engineering to serve you on the Water Department Operation Building Standby Power project. We very much appreciate the opportunity to work with you and your team.

This proposal is effective as of 1/28/2022, and is entered into by and between DC Engineering (Engineer) and City of Ketchum Water Department (Owner) and is subject to the terms and conditions specified below, as well as the Contract Provisions in the attached Exhibit A.

### Scope of Engineering Services

A preliminary engineering report was completed in June 2021 to evaluate alternatives with the objective to install a standby power source, and the City has subsequently decided to proceed with a diesel-powered engine-generator with sub-base fuel tank and sound-attenuated enclosure installed adjacent to the Operations Building.

The following information has been provided to Engineer from the Owner:

- Location: Within the same fenced area as the Ketchum Wastewater Treatment Plant located off River Ranch Road. Lat: 43.661698 degrees; Long: -114.354327 degrees.
- Elevation: 5740 feet.
- Electrical Service: 240/120V, 1-phase, 300-amp. Served from 50-kVA Idaho Power owned transformer.
- Electrical Loading: Electric boiler, HVAC, lighting, welding, receptacles, and other miscellaneous loads. Idaho Power peak demand measured at 43kW.
- Other Considerations: The project is located adjacent to homeowners so a sound-attenuated weather protective enclosure is required (70dBA max @23 feet is assumed).
- Project Delivery Method: Design-bid-build.
- Funding: Project will be publicly funded by the City of Ketchum, ID.

Engineer will be responsible for electrical engineering services and associated generator foundation structural engineering services. Specific discipline work is anticipated as follows:

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### **Electrical**

- Generator sizing calculations
- Generator and automatic transfer switch (ATS) integration into existing power distribution system
- Prepare electrical sheet specifications as required
- Assist in obtaining approval of electrical documents from reviewing agencies.
- Electric utility coordination by others

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### **Structural**

- Review Owner furnished geotechnical data and associated recommendations (if any) required for new generator foundation design
- Generator foundation plan
- Prepare structural sheet specifications as required

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### **Preliminary Construction Document Index**

Drawings:

- Electrical Legend and General Electrical Notes
- One-Line Diagrams (Existing and New)
- Site Plan and Building Plan
- Electrical Specifications
- Electrical Details
- Structural Index, Legends, and Specifications
- Foundation Plan and Details

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### **Assumptions**

- The Owner will provide existing project record drawings to Engineer to develop base files in AutoCAD.
- Most coordination meetings will be via telephone calls and virtual meetings.
- One (1) site visit for 4 hours.
- Owner's purchasing department standard general conditions to the contract and bid forms will be provided by Owner. Engineer will assist the Owner by providing the applicable technical information.
- A commercial off-the-shelf engine-generator with sub-base fuel tank and sound-attenuated weather protective enclosure will be located adjacent to the Operations Building.
- ATS will be installed on exterior of existing Operations Building due to interior space constraints.
- Design is based upon existing information provided by the Owner and from observations of existing conditions without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to the Owner. Unforeseen conditions uncovered during the progress of work may require additional cost and delay and will be provided as an Additional Service.

- Engineer will provide an opinion of probable capital cost for the project upon design completion.
- Structural design will be based on available geotechnical information (if readily available) or to code minimum soil properties.
- Does not include geotechnical engineering, civil engineering, and architectural services. Other civil or structural improvements such as screening/fencing around the generator and roadway extension/pavement around the generator will be provided by Owner.
- This proposal does not include the following, but we would be pleased to provide a fee for these services, if desired:
  - Additional site visits.
  - Owner presentations to gain alignment among various nearby homeowners.
  - Evaluation and incorporation of value engineering recommendations.
  - Security infrastructure, Information Technology (IT) infrastructure, and SCADA telecommunications.

### **Bidding Services and Services During Construction (SDC)**

Bidding and SDC services are based on the above-listed design scope and may change if any of the above-listed design scope changes. Bidding and SDC services generally include the following:

- Provide bidding assistance related to questions from contractors during bid phase.
- Provide timely responses to RFIs pertaining to the construction documentation. This does not include time involved due to Contractor errors and deviations from the construction documents.
- Provide review of submittal packages related to the disciplines for which Engineer is providing engineering and design services prior to construction. This does not include time required to revise drawings due to Contractor substitutions.
- Provide one (1) site visit at substantial completion.
- Provide as-build record drawings of completed work.
- This proposal does not include the following, but we would be pleased to provide a fee for these services, if desired:
  - Evaluation and incorporation of value engineering recommendations.
  - Services for review and/or preparation of Owner or Contractor proposed changes to the project other than as specifically provided in the above scope of work.
  - Time involved due to Contractor errors and deviations from the construction documents or time required to revise drawings due to Contractor substitutions.
  - Providing services for pre-negotiation or procurement of Owner-Furnished equipment.

### **Assumptions**

- The Owner will hire a Contractor with similar experience with this type of structure and project type to complete the work.
- Fourteen (14) calendar days turnaround time for submittals and RFI's.
- One submittal and one resubmittal per engineering discipline at an average of 6 hours per submittal to review, document comments, and return. Submittals reviewed for general

conformance with the project design concept and general compliance with the information or design requirements given in the Contract Documents.

- One request for information (RFI) for every two drawings at an average of 4 hours per each RFI for office staff to prepare responses. RFI's submitted by the Contractor will not include calculations and other submittal items or design changes.
- One Field Order and one Construction Change Order at an average of 8 hours for each.
- The anticipated procurement lead time for the generator will likely result in much of the construction occurring in early summer 2023.
- Record drawings effort assume Contractor mark-ups are complete and accurate and work is only to convert the Contractor-supplied record drawing materials into final drawings, and not to independently validate or correct record drawings. Final record drawings produced in AutoCAD Release 2014 or later and provided in electronic format for reproduction.

### Owner Responsibilities

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- Furnishing geotechnical engineering (if available), civil engineering, and architectural services for such items as generator foundation subgrade, screening/fencing around the generator, and roadway extension/pavement around the generator.
- Provide relevant project information such as objectives, critical success factors, schedule, budget, surveys, and geotechnical reports. The Engineer will rely on the accuracy of information provided.
- Identifying a project representative who is authorized to make decisions on the Owner's behalf.
- Making decisions and approvals in a timely manner to avoid unreasonable delay in the orderly and sequential progress of Engineer's services.

### Schedule

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The preparation of construction documents and provided services could be completed within a range of 6 weeks to 12 weeks. Estimated schedule is as follows:

- 80% design deliverable: April 2022
- 100% design deliverable: June 2022
- Bidding: July 2022
- Construction: August 2022-June 2023

Milestone completion dates can be accomplished within 2 weeks after all applicable coordination items have been received from the Owner including, but not limited to, the following:

- Contract between Owner and Engineer has been executed.
- Any Owner specific standards, requirements, and review comments have been received.

Schedules set outside of the specified range will likely impact total fees and will be addressed as needed. Our availability to start work on the project could be as early as two weeks from when we receive written notice to proceed.



## **Deliverables**

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It is anticipated Engineer will provide a preliminary review set for team coordination (80% completion) prior to issuing final construction documents. Digitally signed electronic copies of project documents will be provided for permit, bid and for construction sets.

As per industry standards, our engineering drawings are intended to convey sizing and general system intent such that a trained and licensed contractor can interpret that intent and construct the physical representation. Our drawings are not assembly drawings that convey enough detail to instruct an untrained individual on the necessary steps to create the physical representation.

## **Compensation**

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We propose to provide these services for this project on a time and expense basis, not to exceed \$12,000. Billing will be only for actual effort expended on project. Effort will not exceed the NTE amount without prior agreement with Owner. The fee breakdown is as follows:

|         |         |
|---------|---------|
| Design: | \$4,000 |
| SDC:    | \$8,000 |

### **Fee Assumptions:**

- Design fee assumes that the Northwood Well project and the Operations Building project are designed at the same time to take advantage of economies of scale and other efficiencies.
- SDC fee assumes the Operations Building project will be bid as a separate project (not under the same construction contract as Northwood Well). SDC fee will likely be impacted if project is constructed beyond summer 2023.

## **Additional Services (Not Part of Scope)**

Additional services will include, but are not limited to, the follow situations:

- Making major revisions in drawings, specifications or other documents when such revisions constitute a major departure from the approved preliminary engineering report.
- Preparing documents for alternate bids or out-of-sequence services requested by the Owner or Architect.
- Time involved due to Contractor errors and deviations from the construction documents or time required to revise drawings due to Contractor substitutions.
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- Serving as a Consultant and/or preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding for this project.



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Payments can be made electronically (preferred) or by check.

We have a preference for ACH:

First Interstate Bank

Routing: 092901683

Account: 352721

With payment advice to:

invoices@dcengineering.net

Checks made payable to:

DC Engineering, Inc

440 E Corporate Dr #103

Meridian, ID 83642

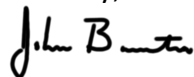
Invoices@dcengineering.net

82-0507522 (S-Corp)

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Thank you again for your consideration, we are pleased to serve you on this project.

Sincerely,



John Barrutia, P.E.

Principle

DC Engineering, Inc

APPROVED

\_\_\_\_\_  
City of Ketchum

\_\_\_\_\_  
DATE

# Exhibit A – Consultant Contract Provisions for City of Ketchum Water Department

## Project Name: Water Department Operation Building Standby Power

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. DC Engineering is offering the above-mentioned professional engineering services to the Owner for the project specified and its obligations to the Owner and to the project shall be limited to the engineering disciplines listed without any other responsibilities or obligations.
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8. **LIABILITY** – The total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and Consultants to Owner and anyone claiming by, through or under Owner, for injuries, claims, losses, expenses, or damages whatsoever arising out of Consultant's services, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Consultant under this Agreement, or the total amount of \$50,000 whichever is greater.
9. **INDEMNITY** - The Consultant shall indemnify and hold the Owner and the Owner's officers and employees harmless, but not defend, from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees, and its consultants in the performance of professional services under this Agreement. The Consultant has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its employees, and its consultants.
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**Dispute Resolution:** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.  
**Consultant Reliance:** Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Owner, Owner's Consultants and contractors, and information from public records, without the need for independent verification.  
**Betterment:** If any item or component of the Project is required due to omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by the Owner and shall not be a basis of claim against the Consultant. It is intended by this provision that the Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.  
**Certifications:** Consultant shall not be required to sign any documents that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.  
**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.  
**Consequential Damages:** The Consultant and Owner waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 22057**

|                                                                                         |                                                                       |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>To:</b><br>5635<br>DC ENGINEERING<br>440 E CORPORATE DR STE 103<br>MERIDIAN ID 83642 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------|

| P. O. Date | Created By | Requested By | Department | Req Number | Terms |
|------------|------------|--------------|------------|------------|-------|
| 01/25/2022 | kchoma     | kchoma       |            | 0          |       |

| Quantity | Description                               | Unit Price | Total     |
|----------|-------------------------------------------|------------|-----------|
| 1.00     | ENGINEERING BACKUP POWER NWW 64-4340-7806 | 50,000.00  | 50,000.00 |
|          | SHIPPING & HANDLING                       |            | 0.00      |
|          | TOTAL PO AMOUNT                           |            | 50,000.00 |

\_\_\_\_\_  
Authorized Signature



## City of Ketchum

February 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve PO #22058**

#### Recommendation and Summary

Staff is recommending the council to approve purchase order #22058 with Gray Matter Systems LLC. for Cimplicity Software Upgrade and Support packages.

I recommend that Council approve purchase order #22058 with Gray Matter Systems LLC of Warrendale, PA in a not to exceed amount of \$8,134.94 for the purchase of the Cimplicity Software Upgrade and Support packages needed for the upgrading and support of our SCADA System.

The reasons for the recommendation are as follows:

- Windows 7 Version of Cimplicity is no longer supported by Microsoft.
- To stay up to date with the Microsoft platforms.
- If something catastrophic happened and SCADA went down it would be detrimental to our daily operations of the system.

#### Introduction and History

This is part of our ongoing SCADA System upgrades to keep our system running as smooth as possible. SCADA is our lifeline to the water system, giving us a real time account on what going in the system as a whole with the click of a button.

#### Analysis

With the rapid changes in computer software platforms, we need to be proactive on staying up with the times.

#### Sustainability

The recommended action will further the goals of the 2022 Ketchum Sustainability Action Plan in the following ways:

- Continuing the upgrading and proficiency of our system.
- Assist us in running our system as efficiently as possible.

#### Financial Impact

This is a planned and budgeted expense that will be drawn from our FY 21-22 budget.

Attachments:

Purchase order # 22058

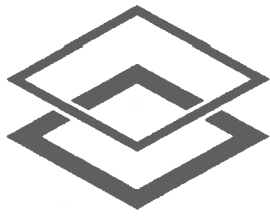
Gray Matter Systems LLC. Quote # 00008908

Respectfully Submitted.

A handwritten signature in black ink, appearing to read 'G. Tognoni', with a stylized flourish at the end.

Gio Tognoni

Water Division Supervisor



# GRAY MATTER

Please make purchase order out to and remit payment to:

**Gray Matter Systems LLC**

100 Global View Drive  
Suite 200  
Warrendale, PA 15086

\*Please reference quote number on your purchase order

Send purchase orders to:

jgehan@graymattersystems.com

Fax: 412-202-5053

Gray Matter Systems LLC

100 Global View Drive

Suite 200

Warrendale, PA 15086

Quote Number 00008908  
Expiration Date 3/18/2022  
Account Name CITY OF KETCHUM  
Created Date 1/12/2022  
Bill To PO BOX 2315  
KETCHUM, ID 83340  
Contact Name Brandon Lynch  
Opportunity Owner Shaun Judd

Prepared By Kristina Milashus  
Email kmilashus@graymattersystems.com

| Line Item Description                                                                                                                        | Quantity | Sales Price  | Total Price  |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------|--------------|
| UPGRADE: Cimplicity v11.1 Server Standard Development/Runtime Unlimited Points-Upgrade S/N 3-08831501-003-001                                | 1.00     | USD 6,495.00 | USD 6,495.00 |
| SUPPORT: Acceleration Plan Bundle - Premier Level for Cimplicity license 3-08831501-003-001 (Support synched to contract date of 10/26/2022) | 1.00     | USD 1,639.94 | USD 1,639.94 |
| Historian v9.1 Essential 1000 Points Add On (Replaces S/N 3-20721201-004-001)                                                                | 1.00     | USD 0.00     | USD 0.00     |

Total Price USD 8,134.94  
Grand Total USD 8,134.94

Replaces quote 8573

## TERMS AND CONDITIONS:

GMS Quotes do NOT include TAXES or FREIGHT charges. These applicable costs must be added to the customer Purchase Order before the order will be processed.

Payment Terms: Net 30

F.O.B.: Destination

## TERMS AND CONDITIONS

### (Acceptance)

Acceptance of Purchaser's order is expressly subject to Seller's terms and conditions of sale, contained herein, which shall take precedence over any other terms and conditions. No contrary, additional or revised provisions or conditions shall be binding on the Seller unless accepted by an Officer of Seller in writing. Should the terms and conditions contained herein differ in any way from the terms and conditions of the Purchaser's order, this acknowledgement shall be construed as a counteroffer and shall not be effective as an acceptance of such order unless Purchaser assents to the terms and conditions contained herein. The failure of Purchaser to object thereto in writing within ten (10) days from the date of receipt hereof shall constitute assent thereto. The terms and conditions contained herein shall constitute the complete and only agreement between Seller and Purchaser; it being intended by both parties that this document sets forth the entire agreement between the parties hereto as to the purchase of goods and/or services. All orders shall only become legally binding upon acceptance by Seller's main office, located in Warrendale, PA.

### (Pricing)

The prices contained in this Proposal and Statement of Work shall be valid for thirty (30) days from the date of receipt, or upon Seller's prior notification of a price change to Purchaser, whichever occurs first. The prices contained herein do not include any federal, state, county local or other taxes levied on proposed goods and/or services, their use or sale, or on this agreement by any jurisdiction either within or outside the United States. Such taxes, where seller is required by law to collect them, whether designated as sales tax, gross receipts tax, occupation tax, etc., will be billed to the Purchaser based on the governing law in effect at the time of delivery unless Purchaser furnishes Seller with a proper Tax Exemption Certificate. Purchaser shall reimburse Seller for any state, county, or local taxes imposed, assessed, billed or becoming due and payable with regard to any goods and/or services furnished on or after the date said goods and/or services are located on Purchaser's premises. The prices contained herein do not include freight charges. Seller shall prepay transportation charges and Purchaser agrees to reimburse Seller for such charges within thirty (30) days of Purchaser's receipt of Seller's invoice. All freight, transportation and shipping charges shall be stated separately from other charges.

All deliveries shall be F.O.B. Seller's facility. Seller will select a carrier to ship Purchaser's order to Purchaser's specified destination, unless Purchaser indicates a

### (Delivery)

specific carrier. Any goods, which Purchaser obtains from Seller to replace goods damaged or lost in transit, will be sold to Purchaser at Seller's standard prices in effect at the time of such replacement. All shipping dates quoted by Seller are ARO (After Receipt of Order) by Seller and reflect shipping dates, not delivery dates to Purchaser's facility. Shipping dates are approximate and are based upon prompt receipt by Seller of all necessary shipping information. Delays due to missing information such as product specification sheets, or credit examination will be in addition to Seller's quoted shipping times and may impact the originally scheduled shipping date. Partial shipments may be made unless specifically prohibited on Purchaser's purchase order. If this contract calls for the shipment of goods in separate lots, or if partial shipments are made as herein authorized, this contract shall be deemed an installation contract within the meaning of the applicable law. Seller does not return Purchaser's acknowledgements. Any shipment date is an estimate. Under no circumstances shall seller have any liability whatsoever for loss of use, or for any direct, incidental, or consequential damages resulting from delay, regardless of the cause(s).

## TERMS AND CONDITIONS

### (Ownership of Creative Work)

Seller maintains and holds the exclusive copyright to any and all applications developed, transmitted and/or delivered as part of this agreement. Seller grants to Purchaser, a limited, non-exclusive license to



use the application and related documentation in Purchaser's facilities only. Purchaser shall obtain no title, ownership nor any other rights in and to the application or related documentation, nor in or to any algorithms, concepts, designs or ideas requested by or incorporated in the application or related documentation. Purchaser agrees that it shall not, with exception for one (1) back up copy, reproduce, copy or distribute the application or related documentation for any purpose without Seller's written consent.

#### (Payment Terms)

Unless otherwise agreed to by Seller in writing, all payments are due thirty (30) days from receipt of invoice and due at Seller's main office in Sewickley, PA. Purchaser agrees that Seller specifically retains a security interest under the Uniform Commercial Code in all goods and proceeds thereof to secure payment of all amounts due from Purchaser to Seller. Any payment not received when due are subject to a one and one half percent (1.5%) finance charge per month on the unpaid balance. If the unpaid balance is collected by or through an attorney at law or other licensed entity, Purchaser agrees to pay Seller for all reasonable attorney's fees and/or collection costs.

All purchases shall be subject to the terms and conditions contained herein. If at any time Purchaser fails to submit timely payments, or Seller determines the financial condition of the Purchaser does not justify the terms of payment established, Seller may, at Seller's sole option, require full or partial payment in advance or shall have the right to cancel any purchase order and shall be fully reimbursed for Seller's reasonable and proper cancellation charges. If an outstanding agreement for goods and/or services is terminated for any reason, all outstanding invoices will become due immediately

#### (Warranties, Limitations of Damages and Remedies)

Purchaser must look solely to all manufacturer warranties for specific information regarding warranties. Seller warrants all applications delivered to be free from defects in material and workmanship at the time of shipment and/or delivery to Purchaser's facility, and for a period of sixty (60) days from time of shipment and/or delivery to Purchaser's facility.

This warranty does not cover any goods and/or services which have been subject to misuse, accident, abuse, neglect, improper installation (installed by other than Seller), storage, and improper maintenance. Any alterations or repairs performed without express written consent of Seller will void the warranty. Seller shall not be liable for any loss of use, or for any direct, incidental, or consequential damages due to goods and/or services provided. All implied warranties and specifically the implied warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.

The terms of this warranty shall constitute Purchaser's sole and exclusive remedy and Seller's sole and exclusive liability with respect to this agreement. Seller shall have no further obligation or liability upon the expiration of the warranty periods set forth above.

Seller's liability to Purchaser (or that of Seller's Agent/Representative) arising from the supplying of goods and/or services, shall not in any case exceed the cost of the original purchase order.

Indemnification Purchaser shall indemnify and hold Seller, its parent corporations, subsidiaries, affiliates, suppliers, manufacturers, subcontractors, officers, directors, employees, representatives and agents harmless from any liability or damage whatsoever, including any court costs and attorney's fees arising from the use of any goods and/or services supplied by the Seller.

Unless otherwise noted, there is no right to return, exchange or cancel

#### Disputes

At the sole discretion of Seller, Seller may require any controversy, dispute or claim, of whatever kind, arising out of or relating to this agreement be resolved by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amended and in effect. Any litigation or arbitration arising out of this agreement shall be brought, maintained and administered in Allegheny County, PA.

Should Seller be successful, in part or in whole, in prosecuting or defending any lawsuit or arbitration, then Seller shall be entitled to fully recover its litigation or arbitration expenses, including attorney's fees.

#### TERMS AND CONDITIONS Applicable Law

This agreement is made in and shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions of the laws of the Commonwealth of Pennsylvania.



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 22058**

|                                                                                                        |                                                                       |
|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>To:</b><br>5576<br>GRAY MATTER SYSTEMS, LLC<br>100 GLOBAL VIEW DRIVE STE 200<br>WARRENDALE PA 15086 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|

| P. O. Date | Created By | Requested By | Department | Req Number | Terms |
|------------|------------|--------------|------------|------------|-------|
| 01/25/2022 | kchoma     | kchoma       |            | 0          |       |

| Quantity | Description                                 | Unit Price | Total    |
|----------|---------------------------------------------|------------|----------|
| 1.00     | SCADA SIMPLICITY SOFTWARE UPGR 63-4340-3600 | 6,495.00   | 6,495.00 |
| 1.00     | SCADA SIMPLICITY SOFTWARE UPGR 63-4340-6910 | 1,639.94   | 1,639.94 |
|          | SHIPPING & HANDLING                         |            | 0.00     |
|          | TOTAL PO AMOUNT                             |            | 8,134.94 |

\_\_\_\_\_  
Authorized Signature



City of Ketchum  
City Hall

February 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Contracts #22063 – Sun Valley Events, #22062 – Red’s Meadow Resort, Hold Harmless Agreement #22758 with City of Sun Valley, Lease Agreement #22064 with Sun Valley Company and Feb. 1 Payment to Sun Valley Events**

Recommendation and Summary

Staff is recommending City Council approve and adopt with the following motions the above referenced contracts, hold harmless and lease agreements, and payment:

“I move to approve Contract #22063 with Sun Valley Events, #22062 with Red’s Meadow Resort, Hold Harmless Agreement #22758 with City of Sun Valley, Lease Agreement #22064 with Sun Valley Company and the February 1 payment to Sun Valley Events for Wagon Days Weekend 2022.

The reasons for the recommendation are as follows:

- Sun Valley Events, Inc. has been the organizer for Wagon Days since 2001 as an independent contractor.
- The Wagon Days Parade requires an experienced jerk line operator to drive the wagon train, referred to as the “Big Hitch.” The City has contracted with Bobby Tanner of Red’s Meadow in Bishop, CA for over ten years to drive the Big Hitch.
- Wagon Days utilizes Festival Meadow in Sun Valley and various locations owned by Sun Valley Company.

Current Report

Sun Valley Events, Inc. will assist the City of Ketchum in promoting, organizing and managing Wagon Days for a contract amount of \$32,500. The first monthly payment is due on February 1, 2022.

Red’s Meadow (Bobby Tanner) will provide mules, equipment and personnel necessary for the jerk line hitch at the 2022 Wagon Days Parade for a contract amount of \$22,180. In addition to the above sum, Contractor may request mileage reimbursement if fuel costs exceed \$3.75 per gallon for travel costs at the adopted federal rate in effect at the date of reimbursement request. Ketchum will also provide two (2) experienced persons to ride horses ahead of the team to widen the path, with a special effort at the corner of Main Street and Sun Valley Road; six (6) historic ore wagons in usable condition with operable brakes; five (5) brake persons for the wagons; feed and lodging for the hitch mules and outrider horses; and lodging for the hitch driver and outriders.

Staging for Wagon Days Parade entrants is located in the pasture on the east side of Sun Valley Road, and the symphony parking area. The River Run parking lot is available for overnight camping for Wagon Days participants.

The picnic after the parade for the participants is held at Festival Meadow. There may also be other Wagon Days activities planned for that location prior to the parade.

Financial Requirement/Impact

All costs will be funded through the FY22 Wagon Days Fund.

Attachments:

Sun Valley Events, Inc. Contract #22063

Red's Meadow Contract #22062

Sun Valley Company Lease Agreement #22064

City of Sun Valley Hold Harmless Agreement #22758



## City of Ketchum

### INDEPENDENT CONTRACTOR AGREEMENT #22063 WITH SUN VALLEY EVENTS, INC.

THIS CONTRACT FOR SERVICES ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between Sun Valley Events, Inc. and the City of Ketchum, an Idaho municipal corporation (Sun Valley Events, Inc. and City of Ketchum are, collectively, the "Parties") with reference to the following facts:

### RECITALS

- A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Ketchum Wagon Days event ("Wagon Days"). Accordingly, the City has determined that Wagon Days serves a public purpose and is a benefit to its citizens.
- B. Sun Valley Events, Inc. has the expertise necessary to promote, organize, manage, coordinate and produce Wagon Days and other related programs and to assist the City of Ketchum in the management of Wagon Days from the contract effective date to September 30, 2021 ("Contract Period").
- C. City of Ketchum desires to retain the services of Sun Valley Events, Inc., and Sun Valley Events, Inc. desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **General Duties.** Sun Valley Events, Inc. agrees to promote, organize, manage, coordinate and produce Wagon Days according to the terms and conditions of this Agreement.
2. **Description of Services.** Sun Valley Events, Inc. shall complete the tasks on the schedule as outlined in Addendum 1 attached hereto and incorporated herein by this reference (the "Services").
3. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Sun Valley Events, Inc. as follows:

**Professional service fee** - (8) monthly payments of four thousand, sixty-two dollars and 50 cents (\$4,062.50) will be made on the first day of each month beginning February 1, 2022 and a final payment due on September 30, 2022 for a total payment of fifteen thousand dollars (\$32,500). Payment shall be made based on Ketchum's review and approval of work completed that month.

4. **Term – Month to Month.** This Agreement shall be effective for a period of one month and shall renew automatically each month and expire automatically on September 30, 2022 unless terminated as provided herein. The parties hereby agree that in the event Ketchum, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, Ketchum may terminate this Contract without penalty upon thirty (30) days written notice to Sun Valley Events, Inc. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of such termination, Sun Valley Events, Inc. shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not encumbered for authorized expenditures by Sun Valley Events, Inc. at the date of termination shall be refunded to Ketchum within twenty (20) days.

5. **Independent Contract/No Partnerships or Employee Relationship.**

(a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

(b) In rendering the services contemplated by this Agreement, Sun Valley Events, Inc. is at all times acting as an Independent Contractor and not as an employee of City of Ketchum. Sun Valley Events, Inc. shall have no rights or obligations as an employee by reason of the Agreement, and City of Ketchum shall not provide Sun Valley Events, Inc. with any employee benefits, including without limitation, any City of Ketchum sponsored retirement, vacation or health insurance program.

(c) Except as set forth in the Addenda to this Agreement, City of Ketchum shall not exercise any control whatsoever over the manner in which Sun Valley Events, Inc. performs the obligations contemplated herein.

(d) Sun Valley Events, Inc. may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

(e) City of Ketchum shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Sun Valley Events, Inc. Sun Valley Events, Inc. hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Sun Valley Events, Inc.'s failure to pay such payroll or employment taxes.

6. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

7. **Representations and Warranties by Sun Valley Events, Inc.** Sun Valley Events, Inc. hereby represents and warrants to City of Ketchum as follows:

(a) Sun Valley Events, Inc. has the knowledge, experience and expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce Wagon Days.

(b) City of Ketchum shall retain proprietary rights over all Wagon Days electronic and physical records and files, mailing lists, ideas, contracts and other items relating to the event.

(c) Public Records. Sun Valley Events, Inc. hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Sun Valley Events, Inc. for Ketchum, regardless of physical form or characteristics, may be public records pursuant to the Idaho Public Records Act, Chapter 1 of Title 74 of Idaho Code. Accordingly, Sun Valley Events, Inc. shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

(d) Sun Valley Events, Inc. shall provide all Wagon Days materials to City of Ketchum immediately upon request.

(e) Sun Valley Events, Inc. maintains no control over the personnel, equipment or operation of any airline, surface carrier, bus or limousine company, transportation company, hotel, restaurant, venue, audio visual, staging, lighting, décor, entertainment or other person, corporation or other entity furnishing services or products connected to the event and that all such suppliers are independent contractors.

8. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.

9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.

11. **Mediation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.

12. **Attorney Fees and Costs.** In the event that any of the Parties is required to incur attorney fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

13. **Entire Agreement.** This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.
14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.
17. **Interpretation.**
- (a) Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.
  - (b) This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.
  - (c) The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.
  - (d) Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.
18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.
19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.



20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** Sun Valley Events, Inc. shall indemnify and hold harmless Ketchum and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of Sun Valley Events, Inc. or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by the City of Ketchum, directly or indirectly, in conjunction with this Agreement.

WHEREFORE, the Parties have executed this Agreement on the day and year set out next to each of their signatures

**CITY OF KETCHUM**

**SUN VALLEY EVENTS, INC.**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Heather LaMonica Deckard, President

ATTEST:

Tara Fenwick  
City Clerk



# **ADDENDUM 1**

## **WAGON DAYS RESPONSIBILITY OUTLINE**

**SUN VALLEY EVENTS, INC.**

### **General Event Management**

- Project management: plan, direct, develop and coordinate scope and production of Wagon Days activities with city staff
- Develop, organize and direct volunteers
- Organize event staffing
- Organize event recap meeting

### **Administration**

- Create action plan and outline responsibilities
- Develop and coordinate distribution of event correspondence (parade entry forms, thank you letters, notices, sponsor & participant letters)

### **Financials**

- Follow proposed budget
- Approve payables/receivables
- Reconciliation

### **Database**

- Input new and maintain database of parade participants, committees, sponsors, etc.

### **Parade Management**

- Solicit and procure parade participants
- Coordinate entry and confirmation mailings
- Coordinate judging of parade
- Coordinate parade route F&B vendors
- Coordinate announcing stands
- Coordinate post-parade picnic
- Coordinate sponsor recognition via signs, announcing stands, etc.

### **Marketing and Promotion**

- Develop marketing/pr campaign with City of Ketchum
- Coordinate with WD participants and arrange interviews with media
- Work with volunteers to distribute posters/programs in key markets
- Coordinate banner display
- Coordinate information distribution

### **Brochure/Events Schedule Development**

- Assist in preparation of program content: descriptions.
- Organize schedule of events (times and locations)

**Program/Brochure Development**

- Provide review/edit as needed

**Souvenirs**

- Organize sales and distribution of souvenir items
- Organize vendors for parade

**On-Site production**

- Oversee and coordinate activities as needed
- Oversee signage at venue and directing to events
- Oversee staffing and monitor venues
- Manage breakdown and event strike



City of Ketchum  
City Hall

## Independent Contractor Agreement #22062 with Red's Meadow Resort, Inc.

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between the City of Ketchum, an Idaho municipal corporation (hereinafter referred to as "Ketchum") and Red's Meadow Resort, Inc., (hereinafter referred to as "Contractor").

### RECITALS

WHEREAS, pursuant to Idaho Code Sections 50-301, 50-302, 50-303 and 50-304, Ketchum has the authority to enter into contracts for services reasonably necessary to maintain the peace and promote the public health, safety and welfare of Ketchum's residents and visitors and to maintain and promote Ketchum's trade, commerce and industry; and

WHEREAS, Bobby Tanner of Red's Meadow is highly skilled, has unique abilities and is experienced in operating an authentic jerk line hitch at the annual Wagon Days Parade; and

WHEREAS, Ketchum desires to contract with Red's Meadow for professional services to provide the mules, equipment and personnel necessary for the jerk line hitch at the 2022 Wagon Days Parade; and

WHEREAS, Red's Meadow desires to contract with Ketchum to provide said professional services.

### AGREEMENT

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. **The Services.** Contractor, as an independent contractor, hereby covenants and agrees to provide the professional services for Ketchum as set forth in Exhibit A, attached hereto and made a part hereof by reference, for the period from the date of this Agreement through September 30, 2022. Contractor shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, all necessary equipment and facilities to provide the professional services as set forth in this Agreement.
3. **Consideration.** Ketchum agrees to pay Contractor the sum of TWENTY-TWO THOUSAND ONE HUNDRED AND EIGHTY DOLLARS (\$22,180) for the services to be provided. In addition to the above sum, Contractor may request mileage reimbursement if fuel costs exceed \$3.75 per

gallon for travel costs at the adopted federal rate in effect at the date of reimbursement request.

Ketchum will also provide two (2) experienced persons to ride horses ahead of the team to widen the path, with a special effort at the corner of Main Street and Sun Valley Road; six (6) historic ore wagons in usable condition with operable brakes; five (5) brake persons for the wagons; feed and lodging for the hitch mules and outrider horses; and lodging for the hitch driver and outriders.

4. **Time of Performance.** Contractor shall provide the Services in a professional and timely manner.
5. **Cancellation.** Either party may cancel this agreement due to unforeseeable circumstances which may include but are not limited to, acts of God, transportation delays, acts of terrorism or military action that are directly related to the success of the Event and that occur in or directly affect the area in which the Event occurs. Neither party may cancel without cause. If either Sponsor or Speaker cancels with 90 days or less notice for reasons other than unforeseeable circumstances, the other party shall be entitled to recover its incurred costs.
6. **Independent Contractor.** Ketchum and Contractor hereby agree that Contractor shall perform the Services as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees: and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties including without limitation the 100% penalty, which in any manner relates to or arises from any failure to pay such payroll or withholding taxes.
7. **Insurance.** The Contractor shall obtain and maintain at all times during the term of this Agreement a policy of comprehensive general and contractual liability insurance providing for prudent limits, but in no event shall such insurance have limits of less than ONE MILLION DOLLARS (\$1,000,000.00) for personal injury or death to any number of persons, for any single occurrence. The Contractor shall provide the City with proof of insurance prior to August 15, 2022. Additionally, Ketchum agrees to provide general liability insurance in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).
8. **Compliance with Laws.** Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law.

9. **Notice.** All notices, requests, demands or other communication required or provided for under *this* Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to the City of Ketchum and Red's Meadow Resort, Inc. shall be addressed as follows:

**KETCHUM:**

City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340-2315

**TANNER:**

Red's Meadow Resort, Inc.  
2424 Longview Drive  
Bishop, CA 93514

10. **Non-Assignment.** Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum, which may be withheld for any reason.
11. **Amendments.** This Agreement may only be changed, modified or amended in writing executed by all parties.
12. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
13. **No Presumption.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
14. **Governing Law.** This Agreement shall be governed by the laws and decisions of the State of Idaho.
15. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
16. **Execution and Fax Copies and Signatures.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
17. **Authority.** The parties executing this Agreement warrant, state, acknowledge and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on this day and year first written above.

**CITY OF KETCHUM**

**RED’S MEADOW RESORT, INC.**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Bobby Tanner, Manager

ATTEST:

\_\_\_\_\_  
Tara Fenwick  
City Clerk

## **EXHIBIT A**

Contractor will provide the following services for the City of Ketchum during the 2021 Wagon Days Parade:

Authentic jerk line hitch of twenty (20) matched mules plus one (1) additional mule to guarantee a complete hitch for the Wagon Days Parade. The mules average approximately fifteen (15) hands and twelve hundred (1,200) pounds each. The hitch is controlled solely by a jerk line to the left lead mule and a jockey stick from the line mule (or the left lead mule) to the off leader. The hitch will have three (3) teams of pointers to step across (or jump over) the fifth (5th) chain to ensure proper turning. The jerk line hitch of twenty (20) matched mules will be driven and worked as a team by Contractor or its designated driver prior to the Wagon Days Parade.

- All singletrees with spreaders, fifth (5th) chain, all harnesses and necessary rigging.
- All mules and outrider horses clean, healthy and in top presentable parade condition.
- Two (2) to four (4) experienced outriders with appropriate matching outfits and matching horses.
- One (1) experienced driver and one (1) brake person for the lead wagon.
- All or part of the hitch will be available on the Friday prior to the Wagon Days Parade to be driven with the wagons to be pulled in the Wagon Days Parade and a demonstration of all or part of the hitch and jerk line will be available.
- Photos of the hitch with the mules, outriders, and outrider horses will be made available to Contractor for publicity of the Wagon Days Parade.



## **LEASE AGREEMENT #22064 WITH SUN VALLEY COMPANY FOR WAGON DAYS**

THIS LEASE AGREEMENT ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between Sun Valley Company, a Wyoming corporation ("Lessor") and the City of Ketchum, an Idaho municipal corporation ("Lessee").

WHEREAS, Lessor is the owner of certain real property and improvements thereon as more particularly described in the attached Exhibit A ("**Premises**"); and

WHEREAS, Lessor desires to lease all of such Premises to Lessee and Lessee desires to take under lease all of such Premises from Lessor upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises herein contained, the parties hereto agree as follows:

### **ARTICLE I** **Premises and Term**

Lessor, for and in consideration of the rent, covenants, agreements and conditions hereinafter set forth to be kept and performed by Lessee, hereby leases the Premises to Lessee.

This Lease shall commence on September 1, 2022 and shall terminate on September 4, 2022.

### **ARTICLE II** **Rent**

Lessee agrees to pay Lessor rental for Premises as follows: One Dollar (\$1.00) for the use of symphony parking lot across from Pavilion, pasture located on the east side of Sun Valley Road for pasture and grazing commencing at the red barn landmark and ending at Bitterroot Road for storage of non-motorized vehicles, trailers and grazing of livestock; and 25% of all profits generated from charging RVs to Park at the River Run Upper Parking Lot. Any usage fees in connection with permitted uses shall not be considered an assignment or sublease for purposes of this Agreement.

### **ARTICLE III** **Use of Premises**

It is covenanted and agreed that the Premises may be used for storage of non-motorized vehicles, trailers and grazing of livestock in designated pasture area, use of River Run Upper Parking Lot for RV parking, and for any other use approved in writing, in advance, by the Lessor.

Lessee shall not use the Premises in any manner that will render void any insurance carried by Lessor on the Premises.

Lessee shall not use the Premises for any purpose that violates any federal, state, county, or municipal statute or ordinance, or of any regulation, order, or directive of any governmental agency concerning the use and/or safety of the Premises.

#### **ARTICLE IV**

##### **Assignment and Sublease**

Lessee will not assign or in any manner transfer this Lease or any interest therein and will not suffer or permit any assignment thereof by operation of law or sublet the Premises hereby leased, or any part thereof, or allow anyone to take over the Premises or this Lease with, through or under Lessee without the written consent of Lessor. The giving of any such consent shall not release or discharge Lessee from the performance of its duties and obligations. The granting of such written consent shall not be deemed to waive the requirement of prior consent for any subsequent or additional assignments or subleases.

#### **ARTICLE V**

##### **Liability**

It is expressly understood that Lessee has fully inspected the Property and accepts the Property in their present condition. Lessee further agrees to accept all liability for the Property during the entire term of this Lease and accepts all liability for any and all damages, claims, actions or causes of action in any way related to the Property during the time of this Lease unless caused by the negligence or willful misconduct of Lessor.

#### **ARTICLE VI**

##### **Compliance with Laws/Public Records**

Lessor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Lessor of any obligation or responsibility imposed upon Lessor by law. Without limitation, Lessor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Lessor for Lessee regardless of physical form or characteristics may be public records pursuant to Idaho Code.

#### **ARTICLE VII**

##### **Repairs and Maintenance**

It is expressly understood that Lessee accepts the Premises in their present condition. Lessee agrees to make and pay for all ordinary repairs to the interior of the Premises connected with Lessee's use of the Premises. Lessee agrees to make and pay for all ordinary repairs of mechanical equipment on the Premises connected with Lessee's use of the Premises.

Lessee assumes all liability for and Lessor shall not be held liable for injury, loss or damage to persons or property occurring on the Premises during the term of this lease.

Lessor, for itself and its agents, reserves the right to enter the Premises at all reasonable times during the term of this Lease for the purpose of (a) examining and inspecting the same; (b) making such repairs thereto as Lessor may deem necessary or desirable. Lessor will retain responsibility and liability for any of its own such actions.

### **ARTICLE VIII**

#### **Public Liability Insurance**

Lessee agrees to provide and keep in force during the term of this Lease general liability policies of insurance in an amount no less than Five Hundred Thousand Dollars (\$500,000) per occurrence, in standard form, reasonably satisfactory to Lessor, insuring Lessee against any liability that may accrue on account of any occurrences in or about the Premises during the term of this Lease, or in consequence of Lessee's occupancy thereof, or for Lessee's contractual liability under this Lease, and resulting in personal injury or death or property damage. Lessee shall furnish Lessor with a certificate or certificates of insurance covering such insurance so maintained by Lessee, stipulating that such insurance shall not be cancelled without notice in advance to Lessor. Lessee will accept a tender of Lessor's defense if Lessor is named a party to a lawsuit solely because of its ownership of the Property and not as a result of its own conduct.

### **ARTICLE IX**

#### **Fire Insurance**

Lessee shall keep the real property and any improvements used for the purpose of Wagon Days insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement to the extent of the replacement value thereon.

### **ARTICLE X**

#### **Default by Lessee**

If any one or more of the following events ("**Default**") shall happen and be continuing, namely:

A. Lessee shall fail to pay any rent or other sum of money to Lessor when the same is due and such failure continues for Five (5) days after Lessor has given Lessee written notice thereof;

B. Lessee shall default in the performance of any of the terms or provisions of this Lease (other than the payment of rent or other sum of money) and shall fail to cure such default within Thirty (30) days after notice thereof is given;

Then, and in any of such events of Default, Lessor shall have the immediate right to re-enter the Premises and expel Lessee or any person, or persons occupying the same, with or without legal process, and in any such event, Lessee agrees to peacefully and quietly yield up and surrender the Premises to Lessor. Lessor shall also have the right to pursue all other legal and equitable remedies.

**ARTICLE XI**  
**Surrender of Possession**

Upon the termination of this Lease, whether by reason of lapse of time, cancellation, forfeiture or otherwise, or upon any uncured default by Lessee as hereinabove defined, Lessee shall immediately surrender and deliver to Lessor possession of the Premises and all appurtenances thereto in good condition and repair and shall repair any damages to the Premises that occurred during the term of this Lease.

**ARTICLE XII**  
**Waiver of Breach**

No waiver of any breach or breaches of any covenant or condition herein contained shall operate as a waiver of any breach of any other covenant or condition herein contained, or as the waiver of any subsequent breach of the same covenant or condition.

**ARTICLE XIII**  
**Costs and Attorneys Fees**

The costs, including reasonable attorneys' fees, of any action brought to enforce any of the terms or provisions of this Lease, shall be borne by the party adjudged by the Court to have violated any of the terms or provisions of this Lease.

**ARTICLE XIV**  
**Miscellaneous Provisions**

The headings of the several Articles and sections contained herein are for convenience only, and do not define, limit or construe the contents of such Articles and sections.

The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, shall not be considered as exclusive of any other right or remedy of such party; but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party shall impair any such right, power or remedy, or be construed as a waiver of any default or nonperformance, or as acquiescence therein.

This Lease is and shall be considered to be the only agreement and understanding between the parties hereto with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both parties have been incorporated herein. It may not be amended or modified by any act or conduct of the parties, or by oral agreement, unless reduced to writing.

All of the rights and obligations of the parties under this Lease shall bind, and the benefit shall inure to, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Lease has been executed the day, month and year first above written.

**LESSOR:**

Sun Valley Company,  
A Wyoming corporation

**LESSEE:**

City of Ketchum,  
An Idaho Municipal Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Mayor

Attest:

\_\_\_\_\_  
Tara Fenwick, City Clerk

EXHIBIT A  
DESCRIPTION OF PREMISES

- Pastures located on the east side of Sun Valley Road commencing at the red barn landmark and ending at Bitterroot Road.
- Symphony parking area located south of Dollar Road across the street from the Pavilion
- River Run upper parking lot only, excluding VIP and Lower River Run parking lots.

# Mutual Hold Harmless Agreement #22758

Event: 2022 Wagon Days

Date(s): 10AM Friday, September 2 – 6 PM Saturday, September 3, 2022

Location(s): Festival Meadows

The City of Ketchum (Governmental Entity) agrees to indemnify and hold the City of Sun Valley, Idaho harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the City of Ketchum (Governmental Entity) and its employees, officers and/or agents that the City of Sun Valley, Idaho may suffer arising out of or in connection with this Agreement.

The City of Sun Valley, Idaho agrees to indemnify and hold the City of Ketchum, Idaho (Governmental Entity) harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the City of Sun Valley, Idaho and its employees, officers and/or agents that the City of Ketchum, Idaho (Governmental Entity) may suffer arising out of or in connection with this Agreement.

**(Both the Governmental Entity's and the City of Sun Valley, Idaho's Representative must sign this Mutual Hold Harmless Agreement in the presence of a Notary Public)**

\_\_\_\_\_  
City of Ketchum  
Mayor  
Neil Bradshaw  
\_\_\_\_\_

(Seal)

Authorized Representative Signature

Governmental Entity  
Title of Authorized Representative  
Typed Name of Authorized Representative  
Date Signed

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
City of Sun Valley, Idaho  
Mayor  
\_\_\_\_\_  
\_\_\_\_\_

(Seal)

Authorized Representative Signature

Title of Authorized Representative  
Typed Name of Authorized Representative  
Date Signed

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 22062**

|                                                                                 |                                                                       |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>To:</b><br>3548<br>RED'S MEADOW INC.<br>2424 LONGVIEW DR.<br>BISHOP CA 93514 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------|

| P. O. Date | Created By | Requested By | Department     | Req Number | Terms |
|------------|------------|--------------|----------------|------------|-------|
| 02/03/2022 | gbeiser    | gbeiser      | Administration | 0          |       |

| Quantity | Description                      | Unit Price | Total     |
|----------|----------------------------------|------------|-----------|
| 1.00     | Wagon Days Jerkline 02-4530-4200 | 22,180.00  | 22,180.00 |
|          | SHIPPING & HANDLING              |            | 0.00      |
|          | TOTAL PO AMOUNT                  |            | 22,180.00 |

\_\_\_\_\_  
Authorized Signature





**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 22063**

|                                                                                                         |                                                                       |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>To:</b><br>3983<br>SUN VALLEY EVENTS<br>HEATHER LAMONICA DECKARD<br>P.O. BOX 871<br>KETCHUM ID 83340 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|

| P. O. Date | Created By | Requested By | Department     | Req Number | Terms |
|------------|------------|--------------|----------------|------------|-------|
| 02/03/2022 | gbeiser    | gbeiser      | Administration | 0          |       |

| Quantity | Description                                   | Unit Price | Total     |
|----------|-----------------------------------------------|------------|-----------|
| 1.00     | Wagon Days Professional Services 02-4530-4200 | 32,500.00  | 32,500.00 |
|          | SHIPPING & HANDLING                           |            | 0.00      |
|          | TOTAL PO AMOUNT                               |            | 32,500.00 |

\_\_\_\_\_  
Authorized Signature



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 22064**

|                                                                                |                                                                       |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>To:</b><br>3980<br>SUN VALLEY COMPANY<br>P.O. BOX 10<br>SUN VALLEY ID 83353 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------|

| P. O. Date | Created By | Requested By | Department     | Req Number | Terms |
|------------|------------|--------------|----------------|------------|-------|
| 02/03/2022 | gbeiser    | gbeiser      | Administration | 0          |       |

| Quantity | Description                                 | Unit Price | Total |
|----------|---------------------------------------------|------------|-------|
| 1.00     | Lease Agreement for Wagon Days 02-4530-4200 | 1.00       | 1.00  |
|          | SHIPPING & HANDLING                         |            | 0.00  |
|          | TOTAL PO AMOUNT                             |            | 1.00  |

\_\_\_\_\_  
Authorized Signature



City of Ketchum  
City Hall

February 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Authorization to Approve Contract #22060 for Design Services and Social Media Management**

Recommendation and Summary

Staff is recommending Council approve Contract #22060 for design services and social media management with Molly Snee.

**"I move to approve Contract #22060 for design services and social media management with Molly Snee."**

The reasons for the recommendation are as follows:

- The City of Ketchum provides information to the public in a variety of formats.
- Design services are necessary to produce informational materials.
- The city does not have a staff person with graphic design skills or the resources to manage its social media accounts.

Introduction and History

The contract amount of \$37,800 has not increased since it's 30% reduction in 2020 due to the effects of the pandemic.

When the contract amount was reduced, certain items in the scope of work were reclassified as custom work due to the reduced contract fee. Custom work is any type of project not outlined in Addendum 1, or any outside project such as permanent installations, special- or long- term use or purchase of work created by Snee. The fee for custom work is \$75 per hour.

Four custom projects were completed by Snee in FY21 totaling \$9,151:

|                       |         |
|-----------------------|---------|
| Skate Park Sign       | \$1,950 |
| Recycling Signage     | \$1,600 |
| Wagon Days Materials  | \$2,425 |
| Warm Springs Preserve | \$3,176 |

In addition to print materials such as brochures, signage, advertisements, etc., the city's social media accounts; Facebook, Instagram and Twitter are also used to distribute city information. Social media management requires current information and constant attention. Snee has the expertise to manage the city's social media accounts and provide illustration specific to the post. Currently, Facebook has 3,734 followers, Instagram has 4,572 and Twitter has 2,553. The annual fee for social media management is \$12,000.

#### Sustainability Impact

Utilizing social media provides savings in the production of paper and other print materials.

#### Financial Impact

The financial requirements for this contract total \$49,800 and will be funded through administrative services department expenditures for communications.

Attachment:

Contract #22060



City of Ketchum

## Design Services Agreement #22060

Molly Snee

THIS CONTRACT FOR SERVICES ("Agreement") is entered into effective as of \_\_\_\_\_ by and between Molly Snee ("Contractor") and the City of Ketchum ("City"), an Idaho municipal corporation (Molly Snee and City of Ketchum are, collectively, the "Parties") with reference to the following facts:

### RECITALS

- A. The City of Ketchum desires to produce and distribute a bi-monthly newsletter to its database; promote advertising for public workshops, city positions and recreational opportunities, and certain informational marketing materials.
- B. City utilizes various mediums to distribute informational materials such as its website, newspaper, electronic newsletter, social media and printed materials.
- B. Contractor has the expertise and artistic skills necessary to design materials to promote for the city in all available communication channels.
- C. City desires to retain the services of Contractor and Contractor desires to provide the services, as set forth herein for one year, beginning on the effective date of this contract.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **Description of Services.** Contractor shall complete the tasks on the schedule as outlined in Addendum 1, attached hereto and incorporated herein by this reference (the "Services").
- 2. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Contractor four thousand, one-hundred fifty dollars (\$4,150) to be billed at the end of each month of service. Hourly fee for custom work to be billed at \$75 per hour.
- 3. **Term – Month to Month.** This Agreement shall be effective for a period of one year from the signing date of Contract unless terminated as provided herein. The Parties hereby agree that in the event City, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, City may terminate this Contract without penalty upon thirty (30) days written notice to the Contractor. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Contractor shall submit a report of expenditures to the City. Any City funds not encumbered for authorized expenditures by the Contractor at the date of termination shall be refunded to City within twenty (20) days.

4. **Independent Contract/No Partnerships or Employee Relationship.**

- a. By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.
- b. In rendering the services contemplated by this Agreement, Contractor is at all times, acting as an Independent Contractor and not as an employee of the City. Contractor shall have no rights or obligations as an employee by reason of the Agreement, and City shall not provide Contractor with any employee benefits, including without limitation, any City-sponsored retirement, vacation or health insurance program.
- c. City shall not exercise any control whatsoever over the manner in which Contractor performs the obligations contemplated herein.
- d. Contractor may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.
- e. Branding style created for City will remain exclusive to City.
- f. City shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Contractor. Contractor hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Contractor's failure to pay such payroll or employment taxes.

5. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

6. **Representations and Warranties by Contractor.** Contractor hereby represents and warrants to City as follows:

- a. Contractor has the knowledge, experience, expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce materials, and to provide management of social media outlets, required by City.
- b. Illustration work created for City projects may be reused in the realm of social media and limited-use projects, however all illustrations remain the property of Contractor unless otherwise agreed upon.
- c. Contractor hereby acknowledges that all writings and documents, including without limitation, email containing information relating to the conduct or administration of the public's business prepared by Contractor for City, regardless of physical form or characteristics, may be public records pursuant to Idaho Code Section 74-101 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly,

Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

7. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.

9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement, or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of each of the legal successors, assigns, transferees, grantees and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.

11. **Mediation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.

12. **Attorneys' Fees and Costs.** In the event that any of the Parties is required to incur attorneys' fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney's fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

13. **Entire Agreement.** This Agreement contains the final, complete, exclusive and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.

14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.

15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.

16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of

the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

17. **Interpretation.**

a. Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.

b. This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.

c. The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.

d. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.

18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.

19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** Contractor shall indemnify and hold harmless City and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of Contractor or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted, or action taken by the City, directly or indirectly, in conjunction with this Agreement.



NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

**CITY OF KETCHUM**

**MOLLY SNEE**

\_\_\_\_\_  
Neil Bradshaw  
Mayor

\_\_\_\_\_  
Molly Snee

ATTEST:

\_\_\_\_\_  
Tara Fenwick  
City Clerk

## **Addendum 1: “The Services”**

Contractor will provide the following design and social media management services to City in accordance with Contract #22060.

### **ART SERVICES**

- Organize content and design the City newsletter.
- Employ the use of illustration or photography at its discretion. This includes the use of a full color “seasonal illustration” that changes every three months.

### **ADDITIONAL DESIGN WORK**

- Services for any printed material, advertising, marketing projects or community outreach.
- Contractor will be given at least three (3) business days’ notice for single-piece design projects (i.e. newspaper ads, fliers, public health announcements), and at least ten (10) business days’ notice for complex design projects (i.e. design requiring multiple pieces or large scale format; such as Visitor Center window pieces, construction site fencing, brochures, etc.).
- Contractor shall employ the use of illustration at its discretion. If custom artwork or branding design is requested, additional fees may be required (see “Custom Work”).

### **CUSTOM WORK**

- Wagon Days materials.
- Any type of project not outlined above, or any outside project which could include permanent installation, special use, long-term use or purchase of work created by Contractor.
- Custom Work is subject to additional fees, based on the work itself and the nature of its use.
- Hourly rate for custom work is \$75 per hour.

### **SOCIAL MEDIA**

- Curate images and write content for 3-5 Instagram feed posts per week (also shared to Facebook and Twitter).
- Unlimited Instagram story content.
- Management of interactions and comments from followers on Instagram, Facebook and Twitter.
- Monitor posts and coordinate with City on response, if appropriate.
- Up to 4 Facebook specific formats (i.e. creating event pages).
- Creation of up to four custom illustrations, including animations, for post-specific use (typically at Contractor’s discretion).
- Redesign formatting as needed.



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 22060**

|                                                                  |                                                                       |
|------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>To:</b><br>5049<br>SNEE, MOLLY<br>BOX 403<br>KETCHUM ID 83340 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|------------------------------------------------------------------|-----------------------------------------------------------------------|

| P. O. Date | Created By | Requested By | Department     | Req Number | Terms |
|------------|------------|--------------|----------------|------------|-------|
| 02/03/2022 | gbeiser    | gbeiser      | Administration | 0          |       |

| Quantity | Description                                  | Unit Price | Total     |
|----------|----------------------------------------------|------------|-----------|
| 1.00     | Communications & Graphic Design 01-4150-5150 | 49,800.00  | 49,800.00 |
|          | SHIPPING & HANDLING                          |            | 0.00      |
|          | TOTAL PO AMOUNT                              |            | 49,800.00 |

\_\_\_\_\_  
Authorized Signature



## City of Ketchum

February 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Contract #22061 with Will Caldwell Productions, LLC**

#### Recommendation and Summary

Staff is recommending Council approve Contract #xxx with Will Caldwell Productions, LLC and adopt with the following motion:

***"I move to approve Contract #22061 with Will Caldwell Productions, LLC to produce the 2022 Jazz in the Park concert series."***

The reasons for the recommendation are as follows:

- Will Caldwell Productions, LLC has performed the services necessary to produce the Jazz in the Park concert series.

#### Introduction and History

Jazz in the Park will be held weekly each Sunday from 6 to 8 p.m. at Rotary Park. The series is 6 weeks long beginning on June 27 and ending on August 1.

#### Financial Impact

All costs will be funded through the FY22 events budget and donations to the series.

#### Attachments:

Contract #22061



## City of Ketchum

### Jazz in the Park Concert Series Agreement #22061 Will Caldwell Productions, LLC

THIS CONTRACT FOR SERVICES ("Agreement") is entered into effective as of this \_\_\_\_ day of \_\_\_\_\_ 2022 by and between Will Caldwell Productions, LLC and the City of Ketchum, an Idaho municipal corporation (Will Caldwell Productions, LLC and City of Ketchum are, collectively, the "Parties") with reference to the following facts:

#### RECITALS

- A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with Jazz in the Park, a music series that serves a public purpose and is a benefit to its citizens.
- B. Will Caldwell Productions, LLC has the expertise necessary to promote, organize, manage, coordinate and produce Jazz in the Park.
- C. The City of Ketchum desires to retain the services of Will Caldwell Productions, LLC and Will Caldwell Productions, LLC desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **General Duties.** Will Caldwell Productions, LLC agrees to promote, organize, manage, coordinate and produce Jazz in the Park according to the terms and conditions of this Agreement.
- 2. **Description of Services.** Will Caldwell Productions, LLC shall complete the tasks on the schedule as outlined in Addendum 1 attached hereto and incorporated herein by this reference (the "Services").
- 3. **Payment for Services.** In exchange for the Services, the City of Ketchum shall pay Will Caldwell Productions, LLC as follows:

Professional service fee – One (1) payment will be made to Will Caldwell Productions, LLC for a total of three thousand dollars (\$3,000) on or before March 1, 2022 to produce Jazz in the Park.

- 4. **Term – Month to Month.** This Agreement shall be effective for a period of one month and shall renew automatically each month and expire automatically on September 30, 2022 unless terminated as provided herein. The parties hereby agree that in the event Ketchum, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, Ketchum may terminate this Contract without penalty upon thirty (30) days written notice to Will Caldwell Productions, LLC. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Will Caldwell Productions, LLC shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not encumbered for authorized expenditures by Will Caldwell Productions, LLC at the date of termination shall be refunded to Ketchum within twenty (20) days.

5. **Independent Contract/No Partnerships or Employee Relationship.**

- (a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.
- (b) In rendering the services contemplated by this Agreement, Will Caldwell Productions, LLC is at all times acting as an Independent Contractor and not as an employee of the City of Ketchum. Will Caldwell Productions, LLC shall have no rights or obligations as an employee by reason of the Agreement, and the City of Ketchum shall not provide Will Caldwell Productions, LLC with any employee benefits, including without limitation, any City of Ketchum sponsored retirement, vacation or health insurance program.
- (c) The City of Ketchum shall not exercise any control whatsoever over the manner in which Will Caldwell Productions, LLC performs the obligations contemplated herein.
- (d) Will Caldwell Productions, LLC may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.
- (e) The City of Ketchum shall not withhold any local, state, or federal payroll or employment taxes of any kind from any compensation paid to Will Caldwell Productions, LLC. Will Caldwell Productions, LLC hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Will Caldwell Productions, LLC's failure to pay such payroll or employment taxes.

6. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

7. **Representations and Warranties by Will Caldwell Productions, LLC.** Will Caldwell Productions, LLC hereby represents and warrants to the City of Ketchum as follows:

- (a) Will Caldwell Productions, LLC has the knowledge, experience and expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce Jazz in the Park.
- (b) The City of Ketchum shall retain proprietary rights over all Jazz in the Park electronic and physical records and files, mailing lists, ideas, contracts and other items relating to the event.
- (c) Public Records. Will Caldwell Productions, LLC hereby acknowledges that all writings and documents, including without limitation, email containing information relating to the conduct or administration of the public's business prepared by Will Caldwell Productions, LLC for Ketchum, regardless of physical form or characteristics, may be public records pursuant to Idaho Code Section 9-337 *et seq.* Will Caldwell Productions, LLC further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Will Caldwell Productions, LLC shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.
- (d) Will Caldwell Productions, LLC shall provide all Jazz in the Park materials to the City of Ketchum immediately upon request.
- (e) Will Caldwell Productions, LLC maintains no control over the personnel, equipment or operation of any airline, surface carrier, bus or limousine company, transportation company, hotel, restaurant, venue, audiovisual, staging, lighting, décor, entertainment or other person, corporation or other entity furnishing services or products connected to the event and that all such suppliers are independent contractors.

8. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.
9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.
10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.
11. **Meditation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.
12. **Attorneys' Fees and Costs.** In the event that any of the Parties is required to incur attorneys' fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.
13. **Entire Agreement.** This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements, and agreements, whether written or oral on such topic.
14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.
17. **Interpretation.**
- a. Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.
  - b. This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.

c. The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.

d. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.

18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.

19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** Will Caldwell Productions, LLC agrees to indemnify and hold the City of Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Will Caldwell Productions, LLC, its managers, members, directors, officers, shareholders, agents and employees.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the effective date specified above.

**CITY OF KETCHUM**

**WILL CALDWELL PRODUCTIONS, LLC**

\_\_\_\_\_  
Neil Bradshaw  
Mayor

\_\_\_\_\_  
Will Caldwell, President

ATTEST:

\_\_\_\_\_  
Tara Fenwick  
City Clerk



## **Addendum 1: Description of Services**

### **Will Caldwell Productions, LLC agrees to:**

1. Maintain individual bank account for Jazz in the Park, and provide the city access to that account;
2. Collect sponsorships and donations for deposit into the City's Trust Fund accounts for Jazz in the Park;
3. Provide detailed budget at the beginning of each concert series, and an updated budget as needed;
4. Pay all vendors from individual Will Caldwell Productions, LLC bank accounts (e.g. bands);
5. Secure housing, and any equipment needed for production (e.g. sound system);
6. Any promotional materials, advertising, or identification materials associated with Jazz in the Park shall identify the events as City of Ketchum of events.

### **City of Ketchum agrees to:**

1. Provide exclusive and dedicated space for Jazz in the Park (Rotary Park) on a predetermined schedule;
2. Provide maintenance services for park areas and restrooms both before and after each individual concert, including the proper management of irrigation systems;
3. Provide recycling services for each individual concert through a contract with the Environmental Resource Center.



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 22061**

|                                                                                         |                                                                       |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>To:</b><br>4436<br>WILL CALDWELL PRODUCTIONS<br>P.O. BOX 1450<br>SUN VALLEY ID 83353 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------|

| P. O. Date | Created By | Requested By | Department     | Req Number | Terms |
|------------|------------|--------------|----------------|------------|-------|
| 02/03/2022 | gbeiser    | gbeiser      | Administration | 0          |       |

| Quantity | Description                             | Unit Price | Total    |
|----------|-----------------------------------------|------------|----------|
| 1.00     | Jazz in the Park<br>22-4910-6060 491006 | 3,000.00   | 3,000.00 |
|          | SHIPPING & HANDLING                     |            | 0.00     |
|          | TOTAL PO AMOUNT                         |            | 3,000.00 |

\_\_\_\_\_  
Authorized Signature



City of Ketchum  
Planning & Building

February 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve Ordinance 1232, an Amendment to the City of Ketchum Official District Zoning Map to Change Lot 3 of the Mortgage Row Subdivision from Limited Residential – One Acre (LR-1) to Limited Residential (LR)**

Recommendation and Summary

Staff recommends the City Council conduct a public hearing and conduct second reading by title only of Ordinance 1232, an amendment to the Official District Zoning Map for the City of Ketchum.

Proposed Motion: "I move to approve second reading by title only of Ordinance 1232 to amend the Official District Zoning Map, changing Lot 3 of the Mortgage Row Subdivision from (LR-1) Limited Residential – One Acre to Limited Residential, to (LR) Limited Residential."

Reason for Recommendation:

- The Planning and Zoning Commission (the "Commission") held a public hearing on December 14, 2021, considered information provided by staff and considered public comment on the application.
- The Commission unanimously recommended approval of the amendment request to the City Council, finding that the map amendment is in conformance with the 2014 Ketchum Comprehensive Plan.

Introduction and Background

Based on analysis of the surrounding area and evaluation of the request against the 2014 Ketchum Comprehensive Plan goals, policies, objectives, and Future Land Use Map (FLUM), staff believes the request meets the comprehensive plan and is supportive of the requested rezone. In the staff report below, staff provides an overview of the history of the Mortgage Row Subdivision, existing conditions of the area, and discussion of conformance with the comprehensive plan. As mentioned above, the Commission heard the request at their regular meeting on December 14, 2021, and recommended approval of the amendment following limited discussion. The staff report and analysis of the request is included in Attachment B.

This is the second reading of Ordinance 1232, included as Attachment A. Unless subsequent readings are waived at the discretion of the City Council, the third reading will be scheduled for the next meeting of the City Council.

The Applicant is requesting to rezone Lot 3 of the Mortgage Row Subdivision, located at 104 Neils Way (the “subject property”) to Limited Residential (LR). The subject property is currently zoned Limited Residential – One Acre (LR-1) and includes an existing single family dwelling unit built in 1950 and a detached garage. The property owner currently owns and resides at the adjacent property, 106 Neils Way. As described in the cover letter included in Attachment C, the applicant intends to demolish the existing dwelling unit on the subject property and build a new single family dwelling unit designed to meet accessibility needs with a detached garage including a shop, accessory dwelling unit, and personal art studio.

The Mortgage Row Subdivision was annexed into the City of Ketchum from unincorporated Blaine County in 1993. At that time, the lots were assigned the zoning designation of Limited Residential One Acre (LR-1). The Mortgage Row Subdivision is primarily comprised of single-family dwellings, however there are some multi-family and commercial uses including a retail store and gas station, auto-related uses, and commercial storage. Lots in the subdivision range in size from +/- 12,000 to 35,000 sq ft.

At the time of annexation, all lots were non-conforming due to lot size and some lots contained non-conforming structures due to setback requirements from Highway 75. Over time, the area

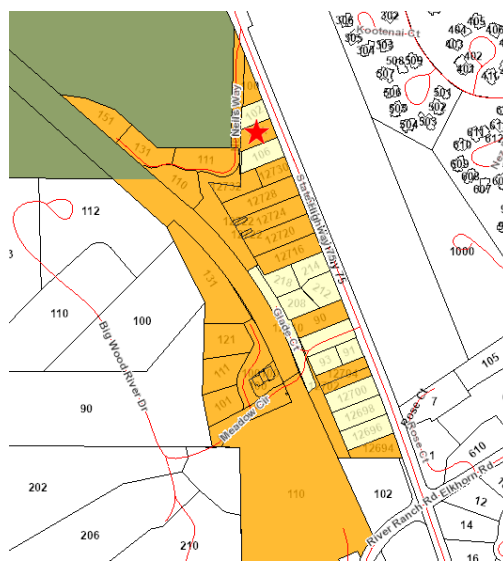


Figure 1: Mortgage Row Area Zone District Map

has seen some subdivision of property and amendments to the zone district map. Figure 1 to the right shows the current zone district map of the Mortgage Row area. Orange indicates properties zoned LR-1, and yellow indicates properties zoned LR. The subject property is on the northern end of the area and notated by a red star. As shown in the figure, the properties on either side of the subject property are zoned LR as are other lots fronting Highway 75.

### Analysis

The analysis of the request is included in the December 14, 2021 Planning and Zoning Commission staff report (Attachment B).

### Planning Commission Action

At their regular meeting on December 14, 2021, the commission held a public hearing to review information provided by staff, hear remarks from the applicant, and hear public comment. Although no public comment was provided during the hearing, there were to letters of support

for the application from neighbors included in the packet materials. The Commission acknowledged that although the request was an up zone of the property, the requested zone district of LR is still compatible with the comprehensive plan and contextually appropriate with the area. The Commission also acknowledged that the requested zone district would provide additional design flexibility and may facilitate the construction of a new accessory dwelling unit. Following deliberations, the Commission voted unanimously to recommend approval of the request to City Council.

#### Sustainability

The approval of Ordinance 1231 does not inhibit the City's ability to achieve the goals of the 2020 Ketchum Sustainability Action Plan.

#### Financial Impact

No financial resources from the City of Ketchum are required for this request.

#### Attachments

- A. Ordinance 1232
- B. December 14, 2021 Planning and Zoning Commission Staff Report
- C. Application Materials

# Attachment A:

## Ordinance 1232

## **ORDINANCE NO. 1232**

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING THE CITY OF KETCHUM DISTRICT ZONING MAP TO CHANGE THE ZONING OF LOT 3 OF THE MORTGAGE ROW SUBDIVISION FROM LIMITED RESIDENTIAL – ONE ACRE ZONING (LR-1) TO LIMITED RESIDENTIAL (LR) ZONING; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Ketchum is authorized to amend the District Zoning Map pursuant to Idaho Code § 67-6511; and

WHEREAS, pursuant to Ketchum City Code §17.152.030, the applicant initiated a request to amend the District Zoning Map to rezone Lot 3 of the Mortgage Row Subdivision from the Limited Residential One Acre (LR-1) Zoning District to the General Residential Low Density (GR-L) Zoning District; and

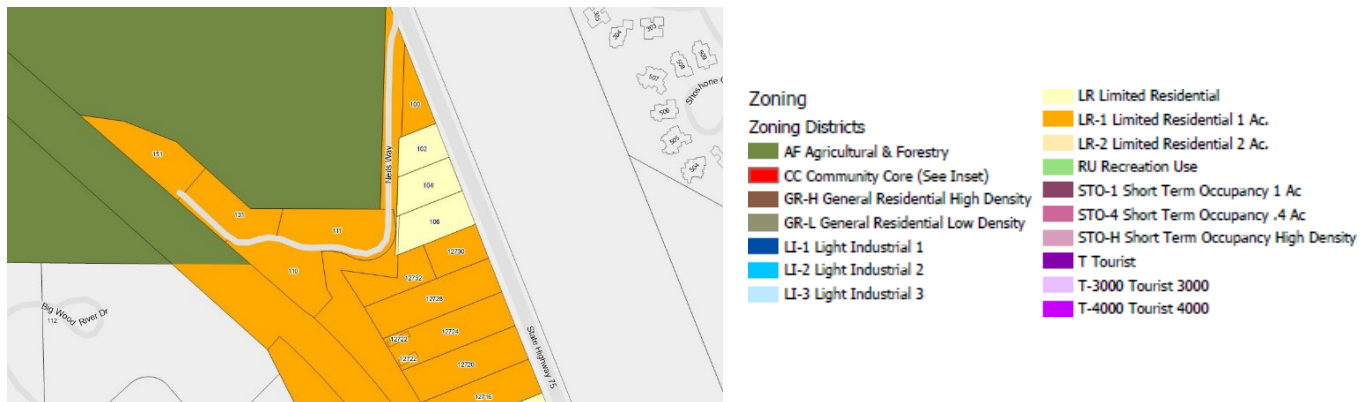
WHEREAS, on December 14, 2021, the Planning and Zoning Commission held a public hearing, considered information presented by staff and the applicant, and unanimously made a recommendation of approval to the City Council of the request to amend the District Zoning Map; and

WHEREAS, the City Council, having considered the recommendation of the Planning and Zoning Commission and any comments from the public at a public hearing on January 18, 2022, determined that the requested rezone from LR-1 to LR is in conformance with the 2014 Ketchum Comprehensive Plan and approved the amendment to the District Zoning Map:

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM:**

### **Section 1: AMENDMENT TO DISTRICT ZONING MAP:**

Lot 3 of the Mortgage Row Subdivision shall be changed from Limited Residential – One Acre (LR-1) Zoning District to Limited Residential (LR) and the following map amendment shall be made to the District Zoning Map:



**Section 2. REPEALER CLAUSE.** All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

**Section 3. SAVINGS AND SEVERABILITY CLAUSE.** It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. PUBLICATION.** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form attached hereto as Exhibit A, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**Section 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

APPROVED:

\_\_\_\_\_  
Neil Bradshaw, Mayor

ATTEST:

\_\_\_\_\_  
Tara Fenwick, City Clerk



## EXHIBIT A: PUBLICATION SUMMARY

### ORDINANCE NO. 1232

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING THE CITY OF KETCHUM DISTRICT ZONING MAP TO CHANGE THE ZONING OF LOT 3 OF THE MORTGAGE ROW SUBDIVISION FROM LIMITED RESIDENTIAL – ONE ACRE ZONING (LR-1) TO LIMITED RESIDENTIAL (LR) ZONING; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

A summary of the principal provisions of Ordinance No. 1232 of the City of Ketchum, Blaine County, Idaho, adopted on \_\_\_\_\_ 2022, is as follows:

- SECTION 1.** Amends the Ketchum District Zoning Map to change Lot 3 of the Mortgage Row Subdivision from Limited Residential – One Acre (LR-1) Zoning District to Limited Residential (LR).
- SECTION 2.** Provides a repealer clause.
- SECTION 3.** Provides a savings and severability clause.
- SECTION 4.** Provides for publication of this Ordinance by Summary.
- SECTION 5.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 191 5<sup>th</sup> Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

\_\_\_\_\_  
Tara Fenwick, City Clerk

\_\_\_\_\_  
Neil Bradshaw, Mayor

Attachment B:  
December 14, 2021  
P&Z Commission  
Staff Report



## City of Ketchum Planning & Building

### STAFF REPORT KETCHUM PLANNING AND ZONING COMMISSION REGULAR MEETING OF DECEMBER 14, 2021

**PROJECT:** 104 Neils Way Rezone

**FILE NUMBER:** P21-057

**APPLICATION TYPE:** Amendment to the Official Zone District Map (Rezone)

**REPRESENTATIVE:** Mark Reitingger (Owner)

**PROPERTY OWNER:** Mark Reitingger

**REQUEST:** Request for a zoning map amendment to change the applicable zone district of 104 Neils Way from Limited Residential – One Acre (LR-1) to Limited Residential (LR).

**LOCATION:** 104 Neils Way – Lot 3, Mortgage Row Subdivision

**ZONING:** Limited Residential – One Acre (LR-1)

**REVIEWER:** Morgan R. Landers, AICP – Senior Planner

**NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on November 24, 2021. The public hearing notice was published in the Idaho Mountain Express and the city's website on November 24, 2021. A notice was posted on the project site on November 24, 2021.

#### SUMMARY

The Applicant is requesting to rezone Lot 3 of the Mortgage Row Subdivision, located at 104 Neils Way (the "subject property") to Limited Residential (LR). The subject property is currently zoned Limited Residential – One Acre (LR-1) and includes an existing single family dwelling unit built in 1950 and a detached garage. The property owner currently owns and resides part time at the adjacent property, 106 Neils Way. As described in the cover letter included in Attachment A, the applicant intends to demolish the existing dwelling unit on the subject property and build a new single family dwelling unit designed to meet accessibility needs with a detached garage including a shop, accessory dwelling unit, and personal art studio.

Based on analysis of the surrounding area and evaluation of the request against the 2014 Ketchum Comprehensive Plan goals, policies, objectives, and Future Land Use Map (FLUM), staff believes the request meets the comprehensive plan and is supportive of the requested rezone. In the staff report below, staff provides an overview of the history of the Mortgage Row Subdivision, existing conditions of the area, and discussion of conformance with the comprehensive plan.

#### BACKGROUND

The City of Ketchum received the application for amendment to the zone district map on June 22, 2021. The application was deemed complete on October 14, 2021, after one review for completeness. As outlined above,

the application has been properly noticed per the requirements of the Ketchum Municipal Code Chapter 17.152 – *Amendment and Reclassification*.

The Mortgage Row Subdivision was annexed into the City of Ketchum from unincorporated Blaine County in 1993. At that time, the lots were assigned the zoning designation of Limited Residential One Acre (LR-1). The Mortgage Row Subdivision is primarily comprised of single-family dwellings, however there are some multi-family and commercial uses including a retail store and gas station, auto-related uses, and commercial storage. Lots in the subdivision range in size from +/- 12,000 to 35,000 sq ft.

At the time of annexation, all lots were non-conforming due to lot size and some lots contained non-conforming structures due to setback requirements from Highway 75. Over time, the area has seen some subdivision of property and amendments to the zone district map. Figure 1 to the right shows the current zone district map of the Mortgage Row area. Orange indicates properties zoned LR-1, and yellow indicates properties zoned LR. The subject property is on the northern end of the area and notated by a red star. As shown in the figure, the properties on either side of the subject property are zoned LR as are other lots fronting Highway 75.

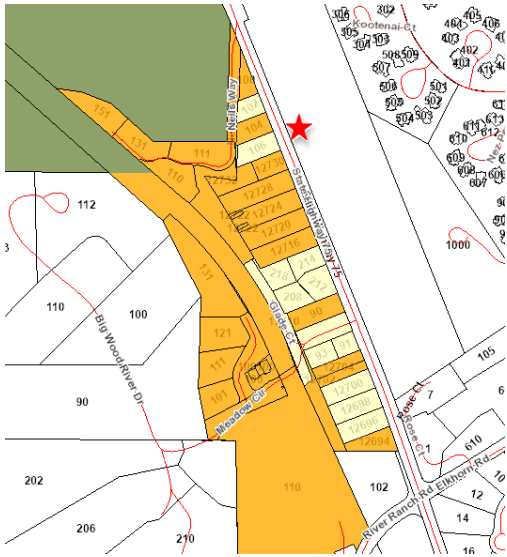


Figure 1: Mortgage Row Area Zone District Map

**ANALYSIS**

According to Idaho Statute, the city should consult the adopted comprehensive plan when considering amendments to the zoning ordinance and official zoning map. The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014. Amendments to the zoning ordinance, including amendments to the zone district map, require a public hearing with both the Planning and Zoning Commission and City Council for approval. To evaluate the rezone request, staff compared the two zone districts to determine the potential changes facilitated by the rezone and compared those changes to the goals, policies, and Future Land Use Map (CLUM) of the plan. Below is staff’s analysis of each.

*Zone District Comparison*

The permitted uses in the LR and LR-1 zone districts are identical. The substantive changes between the two districts are in the dimensional limitations. On the following page is a table outlining the difference between the two zone districts. All dimensional limitations are the same except for lot area, lot width, setbacks from Highway 75, and maximum building coverage.

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**Table 1: Zone District Comparison Chart**

|                           | <b><i>Existing Zone District:</i></b> Limited Residential One Acre (LR-1) | <b><i>Requested Zone District:</i></b> Limited Residential (LR)                                                                                                           |
|---------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Lot Size          | 1 acre                                                                    | 9,000 sq ft                                                                                                                                                               |
| Average Width of Lot      | 100 ft                                                                    | 80 ft                                                                                                                                                                     |
| HWY 75 Setbacks           | 80 ft                                                                     | Where the street width is 66 ft, all buildings shall be set back a minimum of 32 ft. Where the street width is 80 ft, all buildings shall be set back a minimum of 25 ft. |
| Front Setback             | 15'                                                                       | 15'                                                                                                                                                                       |
| Side Setback              | > of 1' for every 2' in building height, or 10'                           | > of 1' for every 2' in building height, or 10'                                                                                                                           |
| Rear Setback              | 20'                                                                       | 20'                                                                                                                                                                       |
| Maximum Building Coverage | 25%                                                                       | 35%                                                                                                                                                                       |
| Building Height           | 35'                                                                       | 35'                                                                                                                                                                       |

Dimensional limitations serve to manage the location and size of buildings on a piece of property. In general, the LR zone district is less restrictive than LR-1. The change would allow for a greater buildable area with a larger amount of square footage permitted. Below is a discussion of potential outcomes of the rezone based on changes in dimensional limitations:

- Minimum lot area and minimum lot width – No change anticipated - although the minimum lot area would decrease from one acre to 9,000 square feet, further subdivision of the property would not be permitted. The minimum lot width in the LR zone is 80 feet and the width of the subject property is 100 feet. A minimum width of 160 feet would be needed to subdivide the property into two lots. As discussed earlier in the staff report, the applicant owns the subject property and the adjacent lot to the south. Lot consolidation is a potential, however, that potential exists with the current zoning and would not change with the requested rezone.
- Maximum Building Coverage – change anticipated – The total lot area is 17,380 square feet. Under the current zoning, a total of 4,345 square feet of lot coverage is permitted. If the rezone were approved, 6,083 square feet of lot coverage would be permitted, a 40% increase. Although this is a change, staff believes the change to be minimal as the rezone does not create changes to the permitted building height or side setbacks to adjacent properties. Changes to building height and setbacks would create a greater impact on surrounding properties than an increase in lot coverage.
- Highway 75 setback – change anticipated – Currently, the required setback from Highway 75 is 80 feet. All existing structures on the property are fully within the 80-foot setback, therefore, no additions to the existing structures are permitted as additions would increase the non-conformity of the structures. Reducing the setback to 32 feet could facilitate an addition to the existing structure, however, that is not the stated intent of the applicant. The applicant's intent is to demolish the existing structures and redevelop the property. Under the current zone district, redevelopment of the property would require structures be placed 80 feet or more from Highway 75. Under the requested zoning, structures could be placed 32 feet from Highway 75, increasing the amount of buildable area on the site and decreasing the distance from Highway 75 to structures. Although this may seem a large concession, most properties along Highway 75 in this area are within the 80-foot setback. For example, the structures existing on the subject property are set back approximately 35 feet. To the north and south, there are only three properties along Highway 75 that meet the 80-foot setback requirement. Therefore,

redevelopment of the property under the LR zone district would not result in a development pattern out of character or scale for this neighborhood.

In summary, although redevelopment of the property will look much different from what exists on the property today, the difference between what is currently permitted and what would be permitted under the requested zone district is minimal.

#### *Conformance with the Comprehensive Plan*

The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014. The plan outlines the community vision and core values for the city. Using those, the plan outlines goals and policy objectives to reach key goals for the community related to the economy, housing, neighborhoods, parks and recreation, open space, public safety, and others. The plan also includes a FLUM that identifies possible future land uses for properties to achieve desirable land use patterns for the city. To support an application for rezone, staff must determine that the rezone forwards the goals and objectives of the Comprehensive Plan and aligns with the future vision for the property as designated in the FLUM.

The plan has limited references to the Mortgage Row neighborhood other than callouts in the buildout analysis, however, the plan includes goals and policies in Chapter 3: *Housing* and Chapter 4: *Community Design and Neighborhoods* that relate to the proposed application.

- *Chapter 3: Housing* - Policy H-1.5 Accessory Dwelling Units - The community will continue to support and encourage construction of accessory dwelling units within residential areas as a means to provide affordable housing.
  - Accessory dwelling units are a permitted accessory use in both the current and requested zone districts. However, the current setback requirement of 80 feet from Highway 75 limits the area that new structures can be located. A reduced setback from Highway 75 would provide for more design flexibility to accommodate an accessory dwelling unit on the property.
- *Chapter 3: Housing* - Policy H-3.3 Housing Designs and Floor Plans for an Aging and Special Needs Populations - The City should encourage new housing units and the retrofit of existing units, with basic accessibility features, such as zero-step entrances, doorways with wider clear passage, and first-floor bedrooms and bathrooms with maneuvering room for people with mobility limitations.
  - The applicant has indicated that a change in the zoning would allow for more design flexibility to accommodate a new home that meets their accessibility needs. Residences desirable for an aging population often utilize a ranch style type of design, one story that occupies a larger footprint on the property. Due to the large size of the lot, staff believes that redevelopment of the property with the desired outcomes is possible under the current zone district, but the requested zone district allows for more design flexibility for a variety of potential floor plans and layout of the property with primary and accessory uses.
- *Chapter 4: Community Design and Neighborhoods* - Policy CD-1.3 Compatible Infill and Redevelopment Projects Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they will occur. Context refers to the natural and manmade features adjoining a development site; it does not imply a certain style.
  - As discussed in the comparison of the zone districts, the zone change would not result in a development pattern out of context with the surrounding neighborhood as many of the properties have reduced setbacks to Highway 75 with the same or similar limitations on building height, side setbacks and lot coverage.
- *Chapter 4: Community Design and Neighborhoods* - Policy CD-3.2 Transitional Residential Development Compatible with the Rural Landscape - Transitional residential areas at the fringe of the city or within the Area of City Impact should include rural design elements or be clustered to maintain the rurallandscape.
  - The change of zone district does not increase the density of the property or change the intensity of the use above what is permitted today. The Mortgage Row area is a transitional residential area

indicative of large lots with single family dwelling units and detached garages. The area as a whole is a cluster of residential development surrounded by Weyyakin Ranch to the east, Reinheimer Ranch to the north, and large lot residential to the west. A change in the zone district for this property maintains the rural landscape of the area and does not impact the role the neighborhood plays as a transitional residential development area south of town.

The FLUM of the Plan designates the entirety of Mortgage Row Subdivision as “Medium Density Residential”. Primary uses in the Medium Density Residential area include a broad variety of residential types, including “single-family residences, duplexes, and other attached-unit types”. Secondary uses include supporting and complementary uses to residential development, such as accessory dwelling units, community gardens, open space and recreation, schools, places of worship, and other public uses. Senior housing facilities are also listed as an appropriate secondary use within this area. The plan identifies West Ketchum and the Warm Springs neighborhoods as good examples of medium density residential. Those neighborhoods are a mix of single-family and multi-family uses with a higher overall density than what exists in the Mortgage Row neighborhood today. Although the requested zone district does not permit multi-family dwelling units, it allows for a larger buildable area of the site and an increase in lot coverage that may facilitate the redevelopment of the property with a primary dwelling unit and accessory dwelling unit that may be challenging to realize under the current zone district.

### **CONCLUSION**

Based on the analysis above, staff believes that the rezone of the property does not constitute a substantial change from what is permitted today, is compatible with the surrounding neighborhood, and aligns with the goals, policies and FLUM of the comprehensive plan.

### **STAFF RECOMMENDATION**

Staff recommends **approval** of the amendment of the zone district map, changing the applicable zone district of the subject property from LR-1 to LR.

### **RECOMMENDED MOTION**

“I move to recommend approval of the application for an amendment to the zone district map, amending the applicable zone district for the property at 104 Neils Way from Limited Residential – One Acre to Limited Residential.”

### **ATTACHMENTS:**

- A. Application Materials
- B. Public Comment

# Attachment C:

## Application

## Materials



## Application for Rezone:

Subject Parcel: Mortgage Row- Lot 3 Ketchum, Idaho  
104 Neil's Way

Owners: Mark & Rebecca Reitingner

### **I . Description of Project:**

Mark & Rebecca Reitingner purchased Lot 3 in the Mortgage Row Subdivision five years ago with the intent to build a new residence that is more suitable for aging in place. The existing zoning will not allow a big enough building envelope for a new home to be constructed.

Lot 3 is currently zoned LR-1, although the existing log home is 36' from the Hwy 75 property line making it a non-conforming LR-1 lot with this current zone setback is 80'. With Hwy 75 being a 66' right of way the LR zone would make the setback 32'.

**A brief history of the development of these lots would be insightful.** When the Reitingner's originally purchased lot 4 in the early 2003 the property had city water and a failing septic system. All four of the North Mortgage Row lots access was off of the Hwy. 75. The City of Ketchum was in the process of extending the sewer line on Neil's Way to provide city sewer services for the North end of Mortgage Row Subdivision located in the city limits of Ketchum, which we pushed for hard to tie our new house to.

After several meetings with P&Z staff personnel and the Senior Planner at the time, regarding options and choices, the city made it apparent that any future development applications would need to have evidence of a serious attempt to gain primary access off of Neil's Way (at the back of the property) including abandonment of the existing driveway entrance off of Highway 75. While the city considered condemnation of this access they preferred that the Mortgage Row Homeowner's pursue a private access agreement. In the end the neighbors and the city were able to collaborate on an access easement agreement that was finalized for Neil's Way for Lots 1, 2, 3, and 4. This resulted in making the front of existing homes their back.

Once the process of creating the easement began; the Grantee's were required by the Fire Department to provide a turnaround that would meet Fire Department standards since we were adding four more residences to Neil's Way. This turnaround was placed on Lots 3 and 4. With the finalizing of the agreement a final berm plan was submitted to extend the existing Reitingner berm and continue the design along the frontage of Barry Baker's Lot 3 to the North. This permanently closed off these properties access to Highway 75 with a varying height landscape berm. With this ingress and egress for Lots 1-4 changed it is now via Neil's Way.

### **I . I. Compliance with Ketchum Comprehensive Plan**

The Mortgage Row area has developed with a smattering of uses and appears to have been zoned after many of the existing structures were in place. It appears to have been originally zoned LR-1 with most of the existing structure being out of compliance with the zoning setbacks or uses. We have a smattering of homes, retail, industrial, and commercial businesses to the South. Over the

years several parcels during their development have then gone and switched to a zone that better fits the area and their project with most of these parcels being less than an acre.

Neighboring parcels to the South, starting with Base-Camp Gas & Grocery are zoned and have the following structure setback:

| Parcel                 | Zoning      | Comply w/ Zone | Current Hwy 75 Setback | Notes                                                                                  |
|------------------------|-------------|----------------|------------------------|----------------------------------------------------------------------------------------|
| Lot 11                 | LR          | Yes            |                        | <b>Changed from LR-1</b>                                                               |
| Lot 10                 | LR          | Yes            |                        | <b>Changed from LR-1</b>                                                               |
| Basecamp Gas & Grocery | LR-1        | No             | Canopy- ~5'            | <b>Non-compliant w/ LR-1 zone setbacks</b><br><br><b>Owner: David Wiendeland</b>       |
| Dick York Towing       | LR-1        | No             |                        | <b>Behind lot 5- adjacent to back ½ of Lot 4</b><br><br><b>Owner: David Wiendeland</b> |
| Lot 5                  | LR-1        | No             | 67' from Hwy 75        | <b>Duplex on lot</b><br><br><b>Owner: Mary Jane Brown (?)</b>                          |
| Lot 4                  | LR          | Yes            | 104' from Hwy 75       | <b>Mark &amp; Rebecca Reitingner</b>                                                   |
| Lot 3                  | LR-1        | No             | 33'-6" from Hwy 75     | <b>Mark &amp; Rebecca Reitingner</b>                                                   |
| Lot 2                  | LR          | Yes            | 32' from Hwy           | <b>Rezoned to LR from LR-1 due to Hwy 75 setback</b>                                   |
| <b>Lot 1</b>           | <b>LR-1</b> | <b>No</b>      | <b>3' from Hwy 75</b>  | <b>Non-complying on multiple sides due to odd and small size of parcel</b>             |

The current zoning for Lot 3 is LR-1. The log structure may be demolished in future because of its structural integrity has been diminished over the years. The existing 36' from the property line at Hwy 75. Set back required for a new structure in the LR-1 zone is 80' from Highway 75 and would place the proposed secondary structure towards the front of the existing property along Neil's Way.

The new 'front' of the property on Neil's Way creates some setback and driveway limits based on the need for a Fire Truck turn-around that ended up being placed on our property (lots 3 & 4) on Neil's Way to consummate the easement agreement between the entire Mortgage Row HOA, East of Baldy HOA, and City of Ketchum. Being required to meet the 80' setback from Hwy 75 required by LR-1 zone limits the foot print of our future house placement on site and creates further access difficulties for garage, yard, and driveway because of the limits on the new 'front' of Lot 3.

With a rezone of Lot 3 to LR it would allow a minimum 25' setback and provide a favorable approach to a proposed garage structure. The actual proposed would probably be closer the existing log structure.

There are other positive attributes to rezoning with new set backs. The proposed structure would be more in line with the existing structures in the Mortgage Row subdivision on Hwy 75. We intend for this building to have a timeless feel as if it has always been there. By staying in keeping with the neighboring setbacks this will be better achieved.

The new rezoned setback would also provide better sound buffering from the Highway for the new residence and neighboring properties.

Rezoning from LR-1 to LR seems to allow for the best use of this property and be most in keeping with the development of the area.

### **I. Phasing Plan**

The infrastructure for the Mortgage Row Subdivision, and Lot 3, more specifically is now in place. The septic system was removed/abandoned and hooked to city sewer a year before the Reitinger's purchased this property (Lot 3). The new future structure will facilitate an accessible residence, garage, shop, an Art Studio and ADU. Design and construction will probably occur in 3 to 5 years.

### **V. Accessory Dwelling Unit**

Our intention is to provide an ADU as per the Comprehensive Plan Chapter 3: Housing:, Goals and Policies H-1.5 to provide affordable housing. We feel very strongly that this is the best way to integrate workers in our Mountain Community.

Both my wife and I lived in various ADU's in Ashland, Oregon as single adults when we were in collage and beginning our careers. These ADUs gave us each a sense of independence and neighborhood connection. As newlyweds' we continued to live in ADU's while we saved and dreamed of owning our own home and future. The planning in Ashland strongly encouraged this kind of affordable housing option creation, and still does. Being immersed in a community through living in ADUs has created lifelong relationships. As part of that community we were mentored and were able to become contributors and give back to our community.

The use of our ADU may vary over time from general rental to Mother In-law suite, to affordable housing for our own employee, or healthcare assistance as we grow older.

Proposed Lot  
rezone Lot 3 104  
Neil's Way

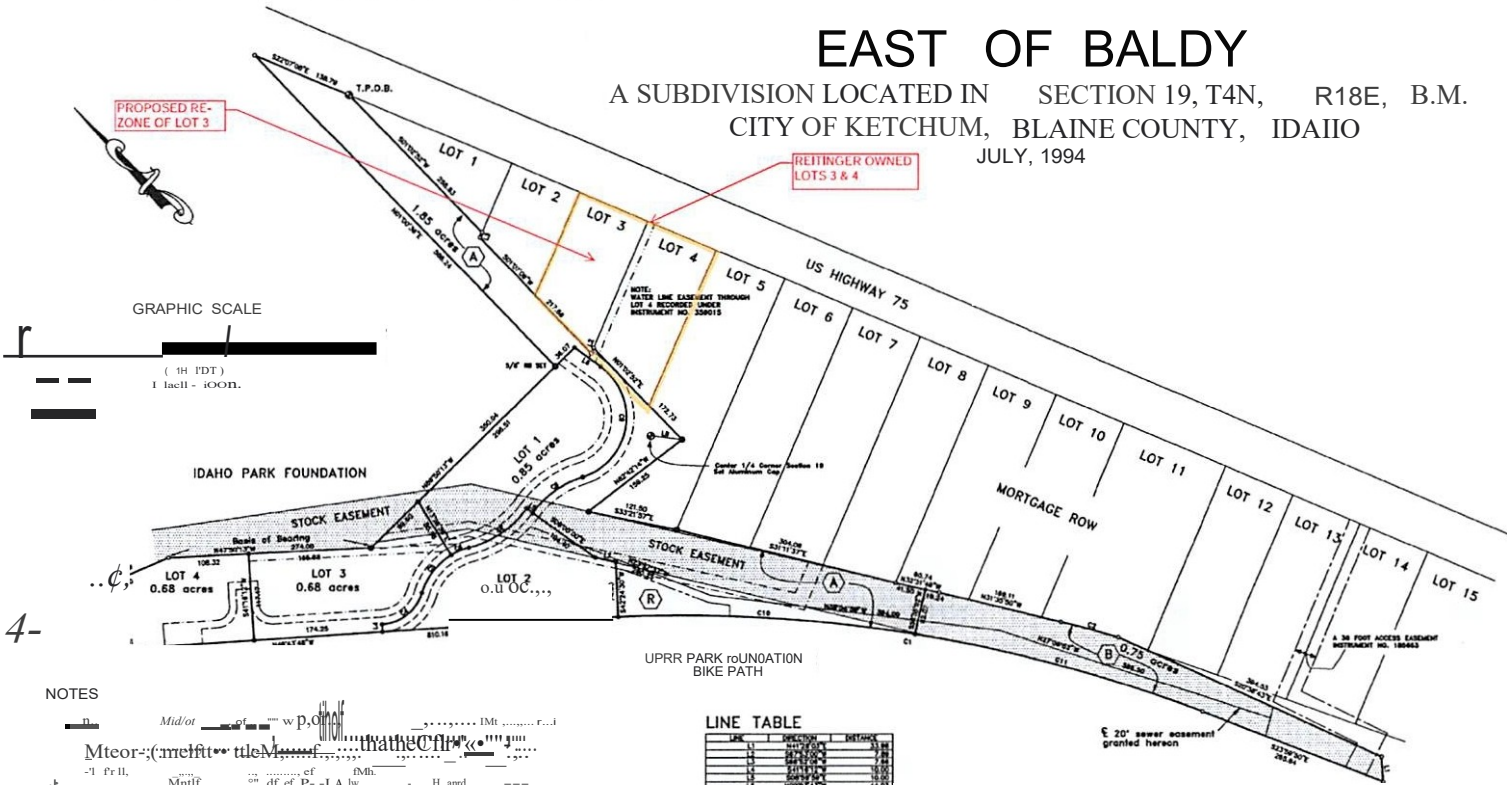
Reitinger Lot's 3 & 4 .



## ZONING & VICINITY MAP

# EAST OF BALDY

A SUBDIVISION LOCATED IN SECTION 19, T4N, R18E, B.M.  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
JULY, 1994



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## City of Ketchum

February 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold First and Second Reading of Ordinance #1233 – Extension of Franchise Agreement with Idaho Power**

#### Recommendation and Summary

The city's ten-year franchise agreement with Idaho Power (attached) is set to expire on April 7, 2022. Staff has met with Idaho Power to develop a negotiation schedule for the development of a new ten-year franchise agreement. Staff is recommending a short-term (one year) extension to allow for a realistic negotiation schedule.

*"I move to hold the first and second reading of Ordinance #1233 by title only and schedule for third reading."*

Staff recommendation is based on the following:

- The existing ten-year agreement expires on April 7, 2022 and the city desires to have a proper period to negotiate the following policy items as part of a new long-term agreement:
  - Clean Energy goals
  - Public right-of-way coordination
  - Private development coordination/standards
  - Undergrounding coordination
- Idaho Power has agreed to short-term extensions with other Idaho cities
- Extension will preserve the city's ability to continue to collect the municipal franchise fee

#### Introduction and History

Idaho state law (50-342) authorizes cities to either directly produce power and distribute to residents, or to franchise that authority to another service provider. State law (50-328) further outlines the city's ability to regulate the permitting and placement of utility transmission systems within public rights-of-way and public spaces.

The City of Hailey recently completed a similar negotiation with Idaho Power. Hailey shares similar "clean energy" goals as Ketchum. They attempted to incorporate coordination elements within their

franchise agreement, but Idaho Power insisted those be contained in a non-binding memorandum of understanding (MOU) versus the franchise agreement.

#### Sustainability Impact

A significant portion of the negotiation process will be focused on how the city can coordinate with Idaho Power to achieve city clean energy goals.

#### Financial Impact

The city currently collects a three percent (3%) franchise fee. The short-term extension agreement will ensure those fees continue to be collected until the long-term agreement is in place. City staff will also explore any alternate funding arrangements with Idaho Power for significant undergrounding projects (e.g., Hwy 75 - Serenade to River).

#### Attachments

1. Current Ketchum Franchise Agreement
2. Ordinance #1233 – One Year Franchise Extension Agreement



## ORDINANCE NO. 1092

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A, GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF KETCHUM, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN ( 10 ) YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE.; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO THAT:

SECTION 1. The City of Ketchum, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the "Grantee") the right (subject to the rights of the City set forth in Section 14 hereof), privilege and franchise for a period of Ten (10) years from and after April 7, 2012, however, with the right to amend by mutual agreement in accordance with Section 15, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 9 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards

presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement. Grantee's electric property and facilities will comply with all present and future ordinances, regulations and policies of the City providing for construction of facilities, buildings and structures utilizing green or sustainable building and construction standards, provided such ordinances, regulations and policies are not in conflict with applicable regulations and standards of the Idaho Public Utilities Commission and Idaho Power Company construction standards.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. Relocation costs shall be as follows:

- A. Except as specified in Section 3C, all overhead to overhead or underground to underground relocations shall be the responsibility of the Grantee and shall be relocated at no cost to the City.
- B. Except as specified in Section 3C, all overhead to underground relocation and improvements shall be the responsibility of the City, and the Grantee shall only charge for the actual costs as recorded on the Grantee's accounts ("Actual Costs"). In determining Actual Costs, the City shall receive credit for salvage and, for road widening projects, for Grantee's cost of relocating the facilities as if they had been relocated overhead to overhead. Actual Costs shall be exclusive of profit allowances of Grantee. Grantee shall not be required to place facilities underground under this Agreement if such action is not feasible from an engineering, operation or maintenance standpoint.
- C. If either the City or Third Party requests Grantee's facilities be relocated for the benefit of the third party, then the third party shall pay for all costs of the relocation. All private development where the City requires the private developer to provide for upgrades, new services, or undergrounding of Grantee's facilities, the costs shall be borne by the private development. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway

or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations. Grantee shall secure a permit for any opening it shall make in the streets, alleys, and public places in the city and shall be subject to all applicable ordinances, except in cases of emergency.

In those areas where other utilities are locating facilities underground or where underground facilities are required, the Grantee agrees to utilize the same trenches where feasible, as other utility companies, such as City utilities, telephone, or electric utilities and to allow others to utilize the Grantee's trenches, where feasible, and on a prorated basis. Grantee agrees not to charge the City for its use of said trenches.

SECTION 5. Grantee and City acknowledge they are currently operating under a Master Plan approved and adopted by the City pursuant to Ordinance No. 890, adopted by the City on January 7, 2002, which provides a framework for providing new services and upgrades, including working towards eliminating all overhead facilities and relocating such facilities underground and at grade. In connection with the Master Plan, in the month of April of each calendar year during the term of this agreement, the Grantee and the City of Ketchum will hold a "Pre-Construction/Review" meeting to review upcoming Idaho Power or City generated projects.

SECTION 6. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional expense upon Grantee of its said overhead or underground facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 7. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expenses or liability arising from, and against or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities. Grantee shall maintain its electric utility property and/or facilities free of noxious weeds and in an orderly condition as required by the Ordinances of the City. Grantee shall abate any such noxious weeds immediately upon receipt of written notice from the City.

SECTION 8. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage

and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Ketchum shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code §6-901 *et. seq.*) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 9. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 10. As compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to Three percent (3%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 11. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9 above.

SECTION 12. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 13. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 14. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 15. In the event of an amendment to the laws, rules or regulations of the City of Ketchum the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, sixty (60) days' written notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 16. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 17. Sale, assignment or lease of this franchise is prohibited without written notification to the City.

SECTION 18. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 19. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.


SECTION 20. The existing franchise agreement between the City and Grantee set forth in Ordinance 890, dated January 7, 2002, shall terminate upon the adoption and acceptance of this ordinance.


SECTION 21. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on May 1, 2012.

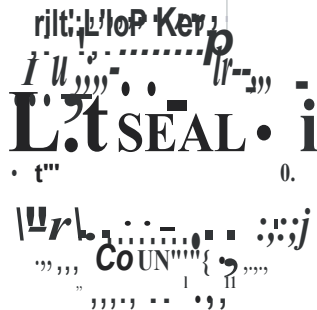
PASSED AND ADOPTED by the Council of the City of Ketchum this 21<sup>st</sup> day of May, 2012.

APPROVED by the Mayor this 21<sup>st</sup> day of May, 2012.

ATTEST:

  
Randy Hall, Mayor

  
Sandra E. Cady, CMC  
City Clerk/Treasurer



ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this 1 day of May, 2012..

By: DanB. Minor  
Executive Vice President -Operations

ATTEST:

Secretary

(Seal)

## ORDINANCE NO. 1233

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, EXTENDING THE GRANT OF AN ELECTRICITY AND ELECTRICAL SERVICES FRANCHISE TO IDAHO POWER COMPANY; PROVIDING A REPEALER CLAUSE, A SAVINGS AND SEVERABILITY CLAUSE, AND A PUBLICATION PROCESS; PROVIDING FOR GRANTEE ACCEPTANCE; AND PROVIDING AN EFFECTIVE DATE.**

- A. The City of Ketchum has granted a franchise for electricity and electrical services to Idaho Power Company, pursuant to the City's authority under Idaho Code §§ 50-328, 50-329, and 50-329A, via Ordinance No. 1092, for a period of ten years from April 7, 2012.
- B. The City and Idaho Power are currently in discussion regarding a new franchise ordinance, but desire to extend the existing franchise for an additional limited period to allow time for negotiations and refinement on a new franchise.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM:**

**SECTION 1:** That the existing franchise for Idaho Power for electricity and electrical services, as granted in Ordinance No. 1092 and any related amendments, be extended one additional year through April 7, 2023 or until a new franchise ordinance is adopted, whichever is earlier.

**SECTION 2: REPEALER.** All previous ordinances, resolutions, orders, or parts thereof, that are in conflict herewith are hereby repealed.

**SECTION 3: SAVINGS AND SEVERABILITY.** It is hereby declared to be the legislative intent that the provisions and parts of this ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 4: PUBLICATION.** This ordinance has been and/or shall be published and/or posted in accordance with the requirements of Idaho Code §50-329 and other applicable law.

**SECTION 5: GRANTEE ACCEPTANCE.** The Grantee shall assume the cost of publication of this franchise extension as such publication is required by law. The Grantee shall, within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise extension.

**SECTION 6: EFFECTIVE DATE.** This ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY THE CITY COUNCIL of Ketchum, Idaho this \_\_\_\_ day of \_\_\_\_\_ 2022.



APPROVED BY THE MAYOR of Ketchum, Idaho this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Neil Bradshaw, Mayor

**ATTEST:**

\_\_\_\_\_  
Tara Fenwick, City Clerk



## City of Ketchum

February 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Receive Update on the Ketchum Community Housing Action Plan & Provide Direction on Local Option Tax Election (May 17<sup>th</sup>)**

#### Recommendation and Summary

City staff will provide a status update on actions to date and proposed next steps for the project. Should the Council still desire to hold a May 17<sup>th</sup> election to amend the Local Option Tax (LOT) ordinance; staff would like to confirm actions/dates leading up to the March 18<sup>th</sup> deadline for ballot submission to Blaine County.

- Hold listening sessions with potential affected LOT businesses (lodging, retail, restaurant) – week of February 7<sup>th</sup>
- Hold series of community forums to update public on actions to date and receive their feedback (Feb 11<sup>th</sup>-22<sup>nd</sup>)
- Update Council and review draft ballot language – February 21<sup>st</sup>
- Hold first reading and public hearing – March 7<sup>th</sup>
- Designate at least two special meetings/public hearings prior to March 18<sup>th</sup> deadline to finalize ballot language

The reasons for the recommendation are as follows:

- The City Council expressed a desire for the creation of a Housing Action Plan.
- The Plan will outline specific goals, strategies, actions/projects, and associated funding strategies.
- The city intends to hold a May 2022 election on the collection of Local Option Taxes and community housing.

#### Introduction and History

During the FY22 budget development process, City Council expressed a desire to formalize the city's overall community housing strategy. To that end, staff recommended in September the Council approve retaining Agnew::Beck to engage the community in the development of a Housing Action Plan. City Council also later approved the use of professional service resources to retain Carissa Connelly as the City's Housing Strategist who will serve as the project manager both in development and execution of the plan.

The Housing Action Plan will specify goals based on need and determine the most appropriate strategies/projects. Agnew::Beck and city staff have initiated Phase #1 activities. It is important to note that between each phase of work, robust stakeholder outreach will occur in the following sequence:

- Community Task Force
- City Council, Planning & Zoning and Urban Renewal Agency Boards
- Regional governmental partners (Blaine County, cities, and Housing Authority)
- Public engagement session (in-person and virtual)

#### **Phase #1      Context Setting (October – early January)**

- Needs & Preferences
  1. Community Survey
  2. Stakeholder Interviews

3. Data Analysis
- Best Practices
  1. Strategy/Policies
  2. Resources/Partnerships
    - a. Programs
    - b. Projects

**Phase #2      Develop the Plan (*January -March*)**

- Action Plan
  1. Vision/Goals
  2. Focus Areas
  3. Actions
- Funding Options
  1. LOT
  2. In-Lieu Fees
  3. Philanthropic
  4. Business Partnerships
  5. Federal/State/Tax Credits

**Phase #3      Take Action (*Mar-TBD*)**

- Implement the Action Plan
  1. Policies, Projects, Programs
- LOT Ballot
  1. Ballot Language (March)
  2. Election (May)

Sustainability Impact

Adequate community housing decreases the occurrence of trip generation and associated greenhouse gases.

Financial Impact

Project funding has already been approved from the Council Strategic Initiatives Fund (one-time local funds and use of federal ARPA funds).

Attachments:

Visual of project phases



# HOUSING MATTERS

What Are We Doing?



**CITY OF KETCHUM**  
**PUBLIC HEALTH EMERGENCY ORDER 21-02**  
**(REQUIRING FACE COVERINGS INDOORS AND**  
**REQUIRING SOCIAL DISTANCING WHEN**  
**POSSIBLE)**

**WHEREAS**, COVID-19 is a respiratory disease that can result in serious illness or death, and can be spread from person to person who are in close contact; and

**WHEREAS**, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

**WHEREAS**, on and after March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho and issued a series of Orders addressing public health measures to slow the spread of COVID-19 including the Idaho Rebounds Plan; and

**WHEREAS**, on March 18, 2020, the Mayor of the City of Ketchum declared a local disaster emergency, and on March 23, 2020 the Ketchum City Council adopted the Declaration as per the Disaster Preparedness Act (Title 46, Chapter 10 of the Idaho Code), due to the threat that COVID-19 poses to the health and welfare of the residents of Ketchum; and

**WHEREAS**, Idaho Code 50-304 authorizes cities to provide for public health and Idaho Code 50-606 authorizes the Mayor to provide for the enforcement of any health or quarantine ordinance and regulation; and

**WHEREAS**, infection rates in Idaho have significantly increased in recent weeks, and Blaine County and the City of Ketchum are experiencing an increase in the numbers of verified cases of COVID-19 and the number of hospitalizations are increasing throughout the state; and

**WHEREAS**, the CDC recommends that people maintain social distancing and wear cloth face coverings in public settings, especially when other social distancing measures are difficult to maintain; and

**WHEREAS**, there is a continuing and urgent need to protect all residents, employees and visitors in the city of Ketchum from the risks relating to the COVID-19 pandemic through the protection provided by wearing facial coverings and practicing social distancing; and

**WHEREAS**, Blaine County School District has mandated mask wearing for students and staff, and a modified schedule to ensure in-school learning throughout the entire school year; and

**WHEREAS**, the emergency services and local healthcare facilities have limited capacity to handle a significant increase in COVID-19 confirmed cases in Blaine County, while healthcare facilities statewide are reaching capacity; and

**WHEREAS**, healthcare facilities operating at or above capacity may result in reduced healthcare availability to persons with COVID or with any other illness; and

**WHEREAS**, Ketchum’s labor shortage could be amplified with more local COVID exposure.

**WHEREAS**, this Public Health Emergency Order 21-02 was considered and approved by the City Council.

**NOW, THEREFORE**, the Mayor and City Council do hereby adopt the following regulations, which shall supersede and replace all prior Public Health Emergency Orders issued by the City of Ketchum, and which shall be in effect until rescinded, superseded or amended by the Mayor or City Council.

## **SECTION 1. FACE COVERINGS**

Every person, shall, when in any indoor public place, completely cover their nose and mouth when members of the public are physically present and within six (6) feet. Persons, when in outdoor public places, are recommended to completely cover their nose and mouth when members of the public are present and within six feet.

1. **DEFINITIONS:** For purposes of this Public Health Emergency Order, “public place” shall mean any place open to all members of the public without specific invitation, including but not necessarily limited to, retail business establishments, government offices, medical, educational, arts and recreational institutions, public transportation, including taxi cabs and ridesharing vehicles. “Members of the public” shall mean persons not therein employed or present without invitation.
2. **EXEMPTIONS:**
  - a. Children under the age of 5.
  - b. Persons who cannot medically tolerate wearing a face covering. A person is not required to provide documentation demonstrating that the person cannot medically tolerate wearing a face covering.
  - c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
  - d. Persons, including on-duty law-enforcement officers, for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

- e. Persons who are obtaining a service involving the nose, face, or head for which temporary removal of the face covering is necessary to perform the service.
- f. Persons who are eating or drinking at a restaurant or other establishment that offers food or beverage service, so long as the person is able to maintain a distance of 6 feet away from persons who are not members of the same household or party as the person.
- g. Persons who are engaged in indoor exercise so long as they engage in social distancing as recommended by the CDC.

## **SECTION 2. SOCIAL DISTANCING**

All gatherings of non-household members shall be organized to maintain 6 feet of separation between parties in every indoor public space. All gatherings of non-household members in outdoor spaces are recommended to maintain 6 feet of separation between non-household parties. As defined by the CDC, “gathering” means “a planned or spontaneous event, indoors or outdoors, with a small number of people participating or a large number of people in attendance such as a community event or gathering, concert, festival, conference, parade, wedding, or sporting event.”

- 1. **DEFINITIONS:** For purposes of this Public Health Order, “indoor” space shall mean any roofed space with two or more walls or impermeable vertical barriers preventing natural airflow and/or confining natural movement of air through said space, whether public or private. Rooms within a building are separate “indoor” spaces. An “outdoor” space is any other place, not an indoor space, that is owned by any single entity, public or private.
- 2. **EXEMPTIONS:**
  - a. Gatherings for political expression and religious activities are not subject to the provisions of this Section; provided, however, that gatherings for purposes of political expression and religious activities must adhere to physical distancing and sanitation requirements per CDC guidelines.
  - b. Gatherings as defined in this Section do not include “educational activities.” The term “educational activities” means activities involving students taught by an educator in a school or equivalent setting.
  - c. Extra-curricular activities, including athletics, practice, matches, performances and games may continue. Participants necessary for the extra-curricular activity to occur include, but are not limited to players, instructors, coaches, officials, and personnel to broadcast the activity. Attendance by non-participants, including spectators, remains subject to the requirements specified in this Order.
  - d. Institutional facilities operated by government, taxing districts and/or genuine non-profit organizations.

- e. Any other private business, open to the public without specific invitation, that has adopted, implemented and posted written instructions at all entrances, and in other prominent public places, clearly visible throughout the business, COVID-19 mitigation strategies, enforced by the business, including at a minimum provision of hand sanitizer or hand washing stations.

## **SECTION 5. PENALTIES**

Any person who violates any provision of this Order, shall be guilty of an infraction, punishable by a fine of \$100.

## **SECTION 6. EFFECTIVE DATE AND SUNSET DATE**

This Emergency Order shall take effect at 12:00 a.m., on September 15, 2021, and shall remain in effect until rescinded, superseded or amended by the Mayor or City Council.

Passed and approved by the Ketchum City Council on the 14<sup>th</sup> day of September 2021.

APPROVED:

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Neil Bradshaw  
Mayor

ATTEST:

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Tara Fenwick, City Clerk